

**LIBER**

**52 4**

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271916

RECORDING TAX PAID TO SDAT.

3-1-88

\* 130 15

2

RECORD IN:  
Anne Arundel County, MD

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Name and Address of Debtors:	MaxTel ASSOCIATES LIMITED PARTNERSHIP and MaxTel ASSOCIATES, INC. 4550 Montgomery Avenue, Suite 1150 Bethesda, Maryland 20814
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2. Local Address of Debtors:	988 Spa Road Annapolis, MD 21403
------------------------------	----------------------------------

RECORD FEE	24.00
POSTAGE	.30

3. Name and Address of Secured Party:	SOVRAN BANK/MARYLAND 6610 Rockledge Drive Bethesda, MD 20817
---------------------------------------	--

017430 1345 403 116720

03/07/88

AH

0134705

4. This Financing Statement covers the following types (or items) of property:

All of the debtors' interest in personal property and fixtures, whether now or hereafter existing or now or hereafter owned or held, and wherever located, of every kind and description, tangible or intangible, absolute or contingent, legal or equitable, and all proceeds thereof (including, without limitation, all cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents) and including, without limitation, all of the debtors' interest in the following:

(a) all equipment, machinery and other goods, inventory, merchandise, furniture, furnishings, trade fixtures, office supplies, motor vehicles, tools, headends, cameras and other studio equipment, amplifiers, transmitters, converters and similar equipment, cables, antennae, earth stations, connections, towers and associated equipment, wiring, trunk lines, distribution lines, switching facilities, converter boxes, electronics, satellite and terrestrial communications and reception equipment, reception, processing and distribution equipment, interconnection and control equipment, cable television and electronic data communications equipment, recreational equipment, furniture, fixtures and related

24.30

goods and equipment, meters, oscilloscopes, test sets, electrical power equipment, security systems equipment, "Medic Alert" equipment, all equipment and other goods and property more particularly described in the leases and schedules related thereto by and between PNC Leasing Corporation and Oxford and any subleases or assignments thereof, and all other tangible personal property used in connection with or related to the debtors' operation of any satellite master antenna television ("SMATV") or cable television reception and distribution systems or franchises, together with all parts, fittings, special tools, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto;

(b) all inventory and other goods or supplies customarily classified as inventory;

(c) all licenses, permits or certificates of compliance granted or issued by the Federal Communications Commission (or any successor agency within the federal government);

(d) all other franchises, licenses, authorizations or rights to construct, own, operate, promote, extend and/or exploit any SMATV or cable television reception and distribution systems operated or to be operated by the Borrowers granted by any Governmental Authority (including, without limitation, the Federal Communications Commission or any successor agency within the federal government) and other governmental licenses, franchises, permits, operating rights and other rights, to the extent permitted by the terms thereof and applicable law;

(e) all Service Agreements and all construction, engineering, management and related or similar contracts or binding commitments or understandings, with respect to the construction, installation and operation of SMATV or cable television reception and distribution systems;

(f) all network affiliation, programming, retransmission and other similar contracts and agreements with licensed common carriers or others for the transmission or retransmission and delivery of programming to Subscribers or others including, but not limited to, agreements with CBN Cable Network, Cable News Network, Cable Satellite Public Affairs Network, Home Box Office, Cable Educational Network, Inc., ESPN, Hearst/ABC-Viacom Entertainment Services, MTV Network, Opryland USA, Inc.,

Showtime/The Movie Channel, Inc., Tempo Television, USA Network, United Video, Inc., Eastern Microwave, Inc., Southern Satellite Systems, Inc., and Financial News Network, Inc.;

(g) all leases of property, whether real, personal or mixed;

(h) all contracts, agreements, and understandings with Subscribers and all Subscriber, customer and vendor lists;

(i) all accounts, contract rights, instruments, documents, chattel paper, general intangibles and other rights to receive the payment of money, secured or unsecured, including, without limitation, tax refunds, condemnation proceeds, accounts and notes receivable and rights to receive the payment of money under present or future contracts, whether or not earned by performance; contracts to construct and manage SMATV or cable systems for the account of others and all other obligations or indebtedness owed to the debtors from whatever source arising; all rights of the debtors to receive any payment in money or kind; and all guaranties or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items;

(j) all Subscriber or customer lists and other documents containing the names, addresses and other information regarding the debtors' customers, Subscribers or those to whom the debtors provide any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above;

(k) all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items;

(l) all copyrights and literary property rights and trademarks, trade names, service marks, service names and patents and applications in respect thereof, and

rights and licenses thereunder and any other licenses and all other intellectual, proprietary and intangible property;

(m) all other authorizations, easements, rights to access and rights of way, licenses, permits, leases, franchises, contracts or agreements;

(n) all Deposits, cash on hand and in banks, and accounts with banks or other financial institutions, rights in and to policies of insurance and the proceeds thereof, instruments, securities, documents, chattel paper, credits, claims, demands, investments, contract rights, business, going concern value and general intangibles; and

(o) all books, records, ledger sheets, files, warranties, maps, documents, plans, diagrams, blueprints and schematics.

As used herein, the following terms shall have the respective meanings set forth below:

"Deposits" means the Subscribers' converter deposits held by the Debtors.

"ODC" means Oxford Communications Corporation, a Maryland Corporation.

"Oxford" means Oxford Development Corporation, a Maryland Corporation, or its wholly owned subsidiary, Oxford Communications Corporation, a Maryland corporation.

"Service Agreements" means all present and future contracts entered into or acquired by any of the Debtors, pursuant to which any of the Debtors have the right of entry upon the property of others and the right to provide television reception and distribution service to Subscribers.

"Subscribers" means any and all active subscribers to any of the Debtors' SMATV or cable television reception and distribution systems.

The capitalized words used herein shall have the same meanings as set forth in the Loan and Security Agreement between the Secured Party and the debtors.

[Signatures on Following Page.]

DEBTORS:

MaxTel ASSOCIATES LIMITED  
PARTNERSHIP

By: TeleMedia Associates  
Limited Partnership,  
Its General Partner

By: TeleMedia Associates,  
Its General Partner

By: [Signature]  
Robert R. Swander,  
General Partner

By: TeleMedia Associates, Inc.,  
Its General Partner

By: [Signature]  
Robert R. Swander,  
President

MaxTel ASSOCIATES, INC.

By: [Signature]  
Robert R. Swander, President

SECURED PARTY:

SOVRAN BANK/MARYLAND

[Signature]

By: [Signature]  
David A. Wood, Jr.  
First Vice President

Clerk: PLEASE RETURN TO:

SOVRAN BANK/MARYLAND  
6610 Rockledge Drive  
Bethesda, Maryland 20817  
Attn: Loan Documentation

3427J/120287

271017

BOOK 524 PAGE 06

3

RECORDING TAX PAID TO SDAT.

3 1 73 \$ 130.38

RECORD IN:  
Anne Arundel Co., MD.

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Name and Address of Debtors: MaxTel ASSOCIATES LIMITED PARTNERSHIP and MaxTel ASSOCIATES, INC. 4550 Montgomery Avenue, Suite 1150 Bethesda, Maryland 20814  
RECORD FEE 24.00  
POSTAGE .50  
03/07/88
2. Local Address of Debtors: 988 Spa Road Annapolis, MD 21403
3. Name and Address of Secured Party: WAYNE DISPOSAL, INC. P.O. Box 5187 Dearborn, Michigan 48197  
RECORD FEE 24.00  
POSTAGE .50  
03/07/88  
AH
4. This Financing Statement covers the following types (or items) of property:

All of the debtors' interest in personal property and fixtures, whether now or hereafter existing or now or hereafter owned or held, and wherever located, of every kind and description, tangible or intangible, absolute or contingent, legal or equitable, and all proceeds thereof (including, without limitation, all cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents) and including, without limitation, all of the debtors' interest in the following:

(a) all equipment, machinery and other goods, inventory, merchandise, furniture, furnishings, trade fixtures, office supplies, motor vehicles, tools, headends, cameras and other studio equipment, amplifiers, transmitters, converters and similar equipment, cables, antennae, earth stations, connections, towers and associated equipment, wiring, trunk lines, distribution lines, switching facilities, converter boxes, electronics, satellite and terrestrial communications and reception equipment, reception, processing and distribution equipment, interconnection and control equipment, cable television and electronic data communications equipment, recreational equipment, furniture, fixtures and related

24  
4

goods and equipment, meters, oscilloscopes, test sets, electrical power equipment, security systems equipment, "Medic Alert" equipment, all equipment and other goods and property more particularly described in the leases and schedules related thereto by and between PNC Leasing Corporation and Oxford and any subleases or assignments thereof, and all other tangible personal property used in connection with or related to the debtors' operation of any satellite master antenna television ("SMATV") or cable television reception and distribution systems or franchises, together with all parts, fittings, special tools, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto;

(b) all inventory and other goods or supplies customarily classified as inventory;

(c) all licenses, permits or certificates of compliance granted or issued by the Federal Communications Commission (or any successor agency within the federal government);

(d) all other franchises, licenses, authorizations or rights to construct, own, operate, promote, extend and/or exploit any SMATV or cable television reception and distribution systems operated or to be operated by the Borrowers granted by any Governmental Authority (including, without limitation, the Federal Communications Commission or any successor agency within the federal government) and other governmental licenses, franchises, permits, operating rights and other rights, to the extent permitted by the terms thereof and applicable law;

(e) all Service Agreements and all construction, engineering, management and related or similar contracts or binding commitments or understandings, with respect to the construction, installation and operation of SMATV or cable television reception and distribution systems;

(f) all network affiliation, programming, retransmission and other similar contracts and agreements with licensed common carriers or others for the transmission or retransmission and delivery of programming to Subscribers or others including, but not limited to, agreements with CBN Cable Network, Cable News Network, Cable Satellite Public Affairs Network, Home Box Office, Cable Educational Network, Inc., ESPN, Hearst/ABC-Viacom Entertainment Services, MTV Network, Opryland USA, Inc.,

Showtime/The Movie Channel, Inc., Tempo Television, USA Network, United Video, Inc., Eastern Microwave, Inc., Southern Satellite Systems, Inc., and Financial News Network, Inc.;

(g) all leases of property, whether real, personal or mixed;

(h) all contracts, agreements, and understandings with Subscribers and all Subscriber, customer and vendor lists;

(i) all accounts, contract rights, instruments, documents, chattel paper, general intangibles and other rights to receive the payment of money, secured or unsecured, including, without limitation, tax refunds, condemnation proceeds, accounts and notes receivable and rights to receive the payment of money under present or future contracts, whether or not earned by performance; contracts to construct and manage SMATV or cable systems for the account of others and all other obligations or indebtedness owed to the debtors from whatever source arising; all rights of the debtors to receive any payment in money or kind; and all guaranties or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items;

(j) all Subscriber or customer lists and other documents containing the names, addresses and other information regarding the debtors' customers, Subscribers or those to whom the debtors provide any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above;

(k) all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items;

(l) all copyrights and literary property rights and trademarks, trade names, service marks, service names and patents and applications in respect thereof, and

rights and licenses thereunder and any other licenses and all other intellectual, proprietary and intangible property;

(m) all other authorizations, easements, rights to access and rights of way, licenses, permits, leases, franchises, contracts or agreements;

(n) all Deposits, cash on hand and in banks, and accounts with banks or other financial institutions, rights in and to policies of insurance and the proceeds thereof, instruments, securities, documents, chattel paper, credits, claims, demands, investments, contract rights, business, going concern value and general intangibles; and

(o) all books, records, ledger sheets, files, warranties, maps, documents, plans, diagrams, blueprints and schematics.

As used herein, the following terms shall have the respective meanings set forth below:

"Deposits" means the Subscribers' converter deposits held by the Debtors.

"ODC" means Oxford Communications Corporation, a Maryland Corporation.

"Oxford" means Oxford Development Corporation, a Maryland Corporation, or its wholly owned subsidiary, Oxford Communications Corporation, a Maryland corporation.

"Service Agreements" means all present and future contracts entered into or acquired by any of the Debtors, pursuant to which any of the Debtors have the right of entry upon the property of others and the right to provide television reception and distribution service to Subscribers.

"Subscribers" means any and all active subscribers to any of the Debtors' SMATV or cable television reception and distribution systems.

The capitalized words used herein shall have the same meanings as set forth in the Loan and Security Agreement between the Secured Party and the debtors.

[Signatures on Following Page.]

DEBTORS:

MaxTel ASSOCIATES LIMITED  
PARTNERSHIP

By: TeleMedia Associates  
Limited Partnership,  
Its General Partner

By: TeleMedia Associates,  
Its General Partner

By: *Robert R. Swander*  
Robert R. Swander,  
General Partner

By: TeleMedia Associates, Inc.,  
Its General Partner

By: *Robert R. Swander*  
Robert R. Swander,  
President

MaxTel ASSOCIATES, INC.

By: *Robert R. Swander*  
Robert R. Swander,  
President

SECURED PARTY:

WAYNE DISPOSAL, INC.

By: *Antoinette F. Kowalski*  
Antoinette F. Kowalski,  
Secretary

Clerk: PLEASE RETURN TO:

WAYNE DISPOSAL, INC.  
P. O. Box 5187  
Dearborn, Michigan 48197  
Attn: Joseph H. Ehrlich, Esq.

3429J/120287

RECORDING TAX PAID TO SDAT.

3-1-88 \$130.05

4

RECORD IN:  
Anne Arundel County, MD

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Name and Address of Debtors:	ODC COMMUNICATIONS CORPORATION a/k/a MaxTel COMMUNICATIONS CORPORATION 4550 Montgomery Avenue, Suite 1150 Bethesda, Maryland 20814
---------------------------------	--

2. Local Address of Debtors:	988 Spa Road Annapolis, MD 21403
------------------------------	-------------------------------------

3. Name and Address of Secured Party:	WAYNE DISPOSAL, INC. P.O. Box 5187 Dearborn, Michigan 48197
---------------------------------------	---

4. This Financing Statement covers the following types (or items) of property:

All of the debtors' interest in personal property and fixtures, whether now or hereafter existing or now or hereafter owned or held, and wherever located, of every kind and description, tangible or intangible, absolute or contingent, legal or equitable, and all proceeds thereof (including, without limitation, all cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents) and including, without limitation, all of the debtors' interest in the following:

(a) all equipment, machinery and other goods, inventory, merchandise, furniture, furnishings, trade fixtures, office supplies, motor vehicles, tools, headends, cameras and other studio equipment, amplifiers, transmitters, converters and similar equipment, cables, antennae, earth stations, connections, towers and associated equipment, wiring, trunk lines, distribution lines, switching facilities, converter boxes, electronics, satellite and terrestrial communications and reception equipment, reception, processing and distribution equipment, interconnection and control equipment, cable television and electronic data communications equipment, recreational equipment, furniture, fixtures and related

RECORD FEE 22.00  
POSTAGE .50  
STAMP 3.45  
HUB 12.00  
13/1/88  
AH  
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goods and equipment, meters, oscilloscopes, test sets, electrical power equipment, security systems equipment, "Medic Alert" equipment, all equipment and other goods and property more particularly described in the leases and schedules related thereto by and between PNC Leasing Corporation and Oxford and any subleases or assignments thereof, and all other tangible personal property used in connection with or related to the debtors' operation of any satellite master antenna television ("SMATV") or cable television reception and distribution systems or franchises, together with all parts, fittings, special tools, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto;

(b) all inventory and other goods or supplies customarily classified as inventory;

(c) all licenses, permits or certificates of compliance granted or issued by the Federal Communications Commission (or any successor agency within the federal government);

(d) all other franchises, licenses, authorizations or rights to construct, own, operate, promote, extend and/or exploit any SMATV or cable television reception and distribution systems operated or to be operated by the Borrowers granted by any Governmental Authority (including, without limitation, the Federal Communications Commission or any successor agency within the federal government) and other governmental licenses, franchises, permits, operating rights and other rights, to the extent permitted by the terms thereof and applicable law;

(e) all Service Agreements and all construction, engineering, management and related or similar contracts or binding commitments or understandings, with respect to the construction, installation and operation of SMATV or cable television reception and distribution systems;

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Showtime/The Movie Channel, Inc., Tempo Television, USA Network, United Video, Inc., Eastern Microwave, Inc., Southern Satellite Systems, Inc., and Financial News Network, Inc.;

(g) all leases of property, whether real, personal or mixed;

(h) all contracts, agreements, and understandings with Subscribers and all Subscriber, customer and vendor lists;

(i) all accounts, contract rights, instruments, documents, chattel paper, general intangibles and other rights to receive the payment of money, secured or unsecured, including, without limitation, tax refunds, condemnation proceeds, accounts and notes receivable and rights to receive the payment of money under present or future contracts, whether or not earned by performance; contracts to construct and manage SMATV or cable systems for the account of others and all other obligations or indebtedness owed to the debtors from whatever source arising; all rights of the debtors to receive any payment in money or kind; and all guaranties or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items;

(j) all Subscriber or customer lists and other documents containing the names, addresses and other information regarding the debtors' customers, Subscribers or those to whom the debtors provide any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above;

(k) all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items;

(l) all copyrights and literary property rights and trademarks, trade names, service marks, service names and patents and applications in respect thereof, and

rights and licenses thereunder and any other licenses and all other intellectual, proprietary and intangible property;

(m) all other authorizations, easements, rights to access and rights of way, licenses, permits, leases, franchises, contracts or agreements;

(n) all Deposits, cash on hand and in banks, and accounts with banks or other financial institutions, rights in and to policies of insurance and the proceeds thereof, instruments, securities, documents, chattel paper, credits, claims, demands, investments, contract rights, business, going concern value and general intangibles; and

(o) all books, records, ledger sheets, files, warranties, maps, documents, plans, diagrams, blueprints and schematics.

As used herein, the following terms shall have the respective meanings set forth below:

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"ODC" means Oxford Communications Corporation, a Maryland Corporation.

"Oxford" means Oxford Development Corporation, a Maryland Corporation, or its wholly owned subsidiary, Oxford Communications Corporation, a Maryland corporation.

"Service Agreements" means all present and future contracts entered into or acquired by any of the Debtors, pursuant to which any of the Debtors have the right of entry upon the property of others and the right to provide television reception and distribution service to Subscribers.

"Subscribers" means any and all active subscribers to any of the Debtors' SMATV or cable television reception and distribution systems.

The capitalized words used herein shall have the same meanings as set forth in the Loan and Security Agreement between the Secured Party and the debtors.

[Signatures on Following Page.]

DEBTORS:

ODC COMMUNICATIONS CORPORATION,  
a/k/a MaxTel COMMUNICATIONS  
CORPORATION

By: *Thomas Lewis*  
Thomas Lewis,  
President

SECURED PARTY:

WAYNE DISPOSAL, INC.

By: *Antoinette F. Kowalski*  
Antoinette F. Kowalski,  
Secretary

Clerk: PLEASE RETURN TO:

WAYNE DISPOSAL, INC.  
P. O. Box 5187  
Dearborn, Michigan 48197  
Attn: Joseph H. Ehrlich, Esq.

3430J/120287

271013

BOOK 524 PAGE 16

5

RECORDING TAX PAID TO SDAT.

RECORD IN:

ANNE ARUNDEL Co., MD

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Name and Address of Debtors:	MaxTel ASSOCIATES LIMITED PARTNERSHIP 4550 Montgomery Avenue, Suite 1150 Bethesda, Maryland 20814
---------------------------------	--

2. Local Address of Debtors:	988 Spa Road Annapolis, MD 21403
------------------------------	-------------------------------------

3. Name and Address of Secured Party:	LIBERTY-OXFORD CABLE PARTNERS 4550 Montgomery Avenue Suite 1150 Bethesda, Maryland 20814
---------------------------------------	---

4. This Financing Statement covers the following types (or items) of property:

The security interest is granted by MaxTel Associates Limited Partnership, a Virginia limited partnership, MaxTel Associates, Inc., a Virginia corporation, and ODC Communications Corporation, a Maryland corporation, with their principal place of business at 4550 Montgomery Avenue, Suite 1150, Bethesda, Maryland 20814 (collectively referred to herein as "Debtors") in the following collateral:

(A) All accounts and contract rights of the Debtors now in existence, including those certain agreements (the "Service Agreements") for the provision by Debtors of television reception and distribution services to the residential complexes (the "Complexes") set forth on the attached Schedule 1 hereto, and all accounts receivable related thereto, and all proceeds thereof;

(B) All machinery, equipment, fixtures, appliances and furniture now owned by Debtors and wherever

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POSTAGE  
ANNE ARUNDEL CO. MD 21403  
7/11  
10/20/70

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located, including, but not limited to, all satellite and terrestrial communications and television reception and distribution equipment and all related antennas, signal reception, processing and distribution equipment, cable television and electronic data communications, reception, processing and distribution equipment, and interconnection and control equipment used by Debtors in connection with the provision of television reception and distribution services pursuant to the Service Agreements and located at the Complexes set forth on Schedule 1 hereto;

(C) All inventory now owned by Debtors and products and proceeds thereof;

(D) All substitutes and replacement for, accessions, attachments, and other additions to, and tools, parts and equipment used in connection with any of the above;

(E) All general intangibles, now owned;

(F) All cash or noncash proceeds of any of the foregoing, including insurance proceeds; and

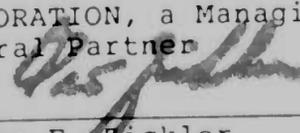
(G) All ledger sheets, files, records, documents, and instruments (including but not limited to, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to the above.

The location of the office where the records concerning the foregoing collateral are kept is the address of Debtors stated above. The location by city and state of each Complex where cable television reception and distribution systems are situated is set forth on the attached Schedule 1.

SECURED PARTY:

LIBERTY-OXFORD CABLE  
PARTNERS

By: OXFORD EQUITIES  
CORPORATION, a Managing  
General Partner

By:   
Leo E. Zickler,  
Chairman

[Additional Signatures Appear on Following Page.]

DEBTORS:

MaxTel ASSOCIATES LIMITED  
PARTNERSHIP

By: TeleMedia Associates  
Limited Partnership,  
Its General Partner

By: TeleMedia Associates,  
Its General Partner

By: Robert R. Swander,  
General Partner

By: TeleMedia Associates, Inc.,  
Its General Partner

By: Robert R. Swander,  
President

Clerk: PLEASE RETURN TO:

LIBERTY-OXFORD CABLE PARTNERS  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814  
Attn: Leo E. Zickler, Chairman

3431J/120287

	COMMUNITY NAME	CITY	# UNIT
ST. AZ	CORDOVA/CAPISTRANO	MESA	480
	HAYSTACK	MESA	576
	VILLA CAPRICE	TUCSON	288
		TOTAL	1344
ST. CA	SHAKWOOD	FT VALLEY	440
	SUMMERWIND	RESEDA	172
		TOTAL	612
ST. CO	BUCCANEER VILLAGE	DENVER	284
	SANDPIPER	ARVADA	360
		TOTAL	644
ST. FL	AMBER GLADES MHP	SAFETY HARBOUR	422
	CEDAR TRACE	TAMPA	176
	FAIRWAY VILLAGE MHP	LARGO	755
	RUNAWAY BAY	PINELLAS PARK	192
	SHADOW OAKS	TAMPA	200
	VERANDAHS HUNT	APOPKA	210
		TOTAL	1955
ST. IL	GATEHOUSE	ARLINGTON HEIGHTS	838
		TOTAL	838
ST. IN	BENT TREE I	INDIANAPOLIS	240
	BENT TREE II	INDIANAPOLIS	280
	BENT TREE III	INDIANAPOLIS	96
		TOTAL	616
ST. KS	WHISPERING PINES	TOPEKA	320
		TOTAL	320
ST. MI	BRANDYWINE	EAST LANSING	317
	CASTLE BLUFF	KENTWOOD	240
	KNOB HILL	OKEMOS	228
	RAINTREE	EAST LANSING	151
		TOTAL	936
ST. NC	GREYSTONE	CHARLOTTE	192
	MALLARD LAKE	GREENSBORO	336
	MEADOWS	ASHEVILLE	176
		TOTAL	704
ST. OH	DEERCROSS	BLUE ASH	336
	ISLAND CLUB	COLUMBUS	308
	NORTHWOODS	WORTHINGTON	280
	VILLAGE EAST	FRANKLIN	352
		TOTAL	1276
ST. OR	BROOKDALE	PORTLAND	354
	HUNT CLUB	LAKE OSWEGO	256
	VILLAGE, THE	GRESHAM	152
		TOTAL	762
ST. PA	THUNDER HOLLOW	BENSALEM	301

DDC COMMUNICATIONS  
LIBERTY

BOOK 524 PAGE 20

	COMMUNITY NAME	CITY	# UNIT
			TOTAL 301
ST. TN	BRENDON PARK	KNOXVILLE	312
			TOTAL 312
ST. TX	GREENTREE	GARLAND	198
	HORIZON EAST	DALLAS	166
	HUNTERS HILL	DALLAS	425
	MEADOW WOOD	IRVING	320
	RACQUET CLUB	CORPUS CHRISTI	580
	RAINTREE	SAN ANTONIO	165
	RUSTIC VILLAGE	HOUSTON	346
			TOTAL 2200
ST. VA	CARDINAL FOREST	RICHMOND	240
	MARINERS GREEN	NEWPORT NEWS	248
	RIDGEWOOD PARK	VIRGINIA BEACH	192
	SHENANDOAH CROSSING	FAIRFAX	640
	SPRINGHOUSE	NEWPORT NEWS	432
	STEEPLECHASE	FREDERICKSBURG	156
			TOTAL 1908
			TOTAL 14728

271079

BOOK 524 PAGE 21

6

RECORDING TAX PAID TO SDAT.

3-7-88 \$130.00

RECORD IN:  
ANNE ARUNDEL Co., MD

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Name and Address of Debtors: MaxTel ASSOCIATES LIMITED PARTNERSHIP and MaxTel ASSOCIATES, INC. 4550 Montgomery Avenue, Suite 1150 Bethesda, Maryland 20814
2. Local Address of Debtors: 988 Spa Road Annapolis, MD 21403
3. Name and Address of Secured Party: OXFORD COMMUNICATIONS CORPORATION 4550 Montgomery Avenue Suite 1150 Bethesda, Maryland 20814
4. This Financing Statement covers the following types (or items) of property:

RECORD FEE 33.00  
 POSTAGE .50  
 11600  
 0138

The security interest is granted by MaxTel Associates Limited Partnership, a Virginia limited partnership, MaxTel Associates, Inc., a Virginia corporation, and ODC Communications Corporation, a Maryland corporation, with their principal place of business at 4550 Montgomery Avenue, Suite 1150, Bethesda, Maryland 20814 (collectively referred to herein as "Debtors") in the following collateral:

(A) All accounts and contract rights of the Debtors now in existence, including those certain agreements (the "Service Agreements") for the provision by Debtors of television reception and distribution services to the residential complexes (the "Complexes") set forth on the attached Schedule 1 hereto, and all accounts receivable related thereto, and all proceeds thereof;

(B) All machinery, equipment, fixtures, appliances and furniture now owned by Debtors and wherever located, including, but not limited to, all satellite and terrestrial communications and television reception and distribution equipment and all related antennas, signal reception, processing and distribution equipment, cable

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television and electronic data communications, reception, processing and distribution equipment, and interconnection and control equipment used by Debtors in connection with the provision of television reception and distribution services pursuant to the Service Agreements and located at the Complexes set forth on Schedule 1 hereto;

(C) All inventory now owned by Debtors and products and proceeds thereof;

(D) All substitutes and replacement for, accessions, attachments, and other additions to, and tools, parts and equipment used in connection with any of the above;

(E) All general intangibles, now owned;

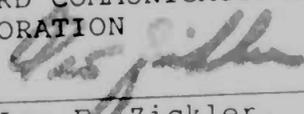
(F) All cash or noncash proceeds of any of the foregoing, including insurance proceeds; and

(G) All ledger sheets, files, records, documents, and instruments (including but not limited to, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to the above.

The location of the office where the records concerning the foregoing collateral are kept is the address of Debtors stated above. The location by city and state of each Complex where cable television reception and distribution systems are situated is set forth on the attached Schedule 1.

SECURED PARTY:

OXFORD COMMUNICATIONS  
CORPORATION

By: 

Leo E. Zickler,  
Chairman

[Additional Signatures Appear on Following Page.]

DEBTORS:

MaxTel ASSOCIATES LIMITED  
PARTNERSHIP

By: TeleMedia Associates  
Limited Partnership,  
Its General Partner

By: TeleMedia Associates,  
Its General Partner

By: *Robert R. Swander*  
Robert R. Swander,  
General Partner

By: TeleMedia Associates, Inc.,  
Its General Partner

By: *Robert R. Swander*  
Robert R. Swander,  
President

MaxTel ASSOCIATES, INC.

By: *Robert R. Swander*  
Robert R. Swander, President

Clerk: PLEASE RETURN TO:

OXFORD COMMUNICATIONS CORPORATION  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814  
Attn: Leo E. Zickler, Chairman

3432J/120287

JDC COMMUNICATIONS  
NON LIBERTY

	COMMUNITY NAME	CITY	UNIT
ST. AZ	BRIARWOOD	TUCSON	196
	KIMBERLY WOODS	TUCSON	279
	PANORAMA RIDGE	TUCSON	348
	QUAIL RIDGE	TUCSON	253
		TOTAL	1096
ST. CA	WARNER CREEK	WOODLAND HILLS	250
		TOTAL	250
ST. CO	ROCKBOROUGH	DENVER	345
		TOTAL	345
ST. CT	NORTHWOODS	MIDDLETOWN	336
		TOTAL	336
ST. FL	BAY VILLAGE	SARASOTA	390
	CAREFREE VILLAGE	TAMPA	399
	CHARLESTON LANDINGS	BRANDON	300
	CHASEWOOD	TAMPA	247
	CHESAPEAKE	CLEARWATER	354
	COBBLESTONE	POMFANO BEACH	384
	ELDORADO/ESD	LARGO	556
	FORESTWOOD	FORT MEYERS	396
	BINGER COVE	TAMPA	288
	HARBOUR, THE	MELBOURNE	162
	HIDDEN HARBOUR	MELBOURNE	216
	ISLAND CLUB	DAYTONA BEACH	204
	ISLAND IN SUN MHP	LARGO	403
	ISLAND LAKE	LONWOOD	269
	LAMPLIGHTER	PORT ORANGE	459
	MERIDIAN	TAMPA	280
	NEWPORT	TAMPA	328
	PARKERS LANDING	TAMPA	752
	PARSONS RUN	BRANDON	228
	REFLECTIONS	W PALM BEACH	300
	REFLECTIONS/CASLBRY	CASSELBERRY	336
	REFLECTIONS/TAMPA	TAMPA	348
	RUNAWAY BAY	LANTANA	404
	RUNAWAY BAY (INACT)	PEMBROKE PINES	304
	SAVANNAH TRACE	TAMPA	48
	SHADY LANE (ETAL 3)	CLEARWATER	514
	SUMMERSET BEND	TAMPA	276
	THREE LAKES MHP	TAMPA	566
	TURTLE CREEK	LUTZ	235
	VERSAILLES	ORLANDO	236
	VILLA CAPRI	VENICE	190
	WIND DRIFT	ORLANDO	288
		TOTAL	10650
ST. GA	ALEXANDRIA	DECATUR	406
	LAKES, THE	ATLANTA	464
	SADDLEBROOK	NORCROSS	305
	SPRINGHOUSE	MARTINEZ	244
	VILLAGE SQUARE	STONE MOUNTAIN	611
	WOODSONG	SMYRNA	190

ODC COMMUNICATIONS  
NON LIBERTY

	COMMUNITY NAME	CITY	UNIT
ST. IA			TOTAL 2220
	SHERWOOD GLEN	DES MOINES	180
ST. IL			TOTAL 180
	CHES. LAND. II (INACT)	AURORA	184
	CHESAPEAKE LANDING	AURORA	416
	EDGEWATER (ETAL)	CHICAGO	1785
	SAVANNAH TRACE	SCHAUMBURG	368
ST. IN			TOTAL 2753
	BEECHMILL FARMS	INDIANAPOLIS	256
	BRENDON WAY	INDIANAPOLIS	770
	BROOKWOOD	INDIANAPOLIS	404
	CAMBRIDGE SQ. NORTH	INDIANAPOLIS	380
	CARRIAGE HOUSE EAST	INDIANAPOLIS	402
	CARRIAGE HOUSE NORTH	INDIANAPOLIS	300
	CARRIAGE HOUSE SOUTH	INDIANAPOLIS	358
	CARRIAGE HOUSE WEST	INDIANAPOLIS	540
	CHELSEA VILLAGE	INDIANAPOLIS	246
	CONCORD EAST	INDIANAPOLIS	198
	COVERED BRIDGE	INDIANAPOLIS	250
	CRYSTAL TREE/EASTPT	INDIANAPOLIS	362
	EASTWOOD WHEEL MHP	INDIANAPOLIS	165
	FIRETHORN	INDIANAPOLIS	400
	FRANKLIN VILLAGE	INDIANAPOLIS	210
	GREENTREE VILLAGE	INDIANAPOLIS	456
	HOLLYTREE	INDIANAPOLIS	304
	KINGSTON SQUARE	INDIANAPOLIS	523
	KNOB IN THE WOODS	INDIANAPOLIS	520
	LANDINGS	INDIANAPOLIS	150
	MANCHESTER VILLAGE	INDIANAPOLIS	272
	NANTUCKET COVE	INDIANAPOLIS	648
	NORA PINES	INDIANAPOLIS	254
	NORTH GLEN VILLAGE	WESTFIELD	291
	DAKBROOK VILLAGE	INDIANAPOLIS	384
	DAKTREE	INDIANAPOLIS	396
	RIVERBEND II	INDIANAPOLIS	384
	SHADOW CREEK	INDIANAPOLIS	276
	SHADY BROOK HEIGHTS	GREENWOOD	527
	SUNRISE	INDIANAPOLIS	320
	TANGLEWOOD	INDIANAPOLIS	210
	TIMBER FALLS/WILLOWS	INDIANAPOLIS	518
	WATERSATE	INDIANAPOLIS	248
	WILLIAMSBURG NORTH	INDIANAPOLIS	318
	WILLIAMSBURG ON LAKE	INDIANAPOLIS	460
	WINGATE VILLAGE	INDIANAPOLIS	852
	WOODBIDGE	INDIANAPOLIS	318
	WOODLAKE	INDIANAPOLIS	250
	WOODS OF CASTLE	INDIANAPOLIS	260
	WOODS OF EAGLE CREEK	INDIANAPOLIS	590
ST. KY			TOTAL 14970
	CHINOE CREEK	LEXINGTON	356
	SPRINGHOUSE	LEXINGTON	224
	STONEY BROOKE FARMS	LEXINGTON	232

ODC COMMUNICATIONS  
MON LIBERTY

800-524 PAGE 26

	COMMUNITY NAME	CITY	UNIT
			TOTAL 812
ST. MD	CAPTAINS WALK	ANNAPOLIS	158
	HEATHER RIDGE (INACT)	BOWIE	324
	HUNT CLUB	BATHTERSBURG	336
	SPRINGHOUSE	LAUREL	220
	SPYGLASS	LEXINGTON PARK	152
	STONECREEK CLUB	GERMANTOWN	240
			TOTAL 1430
ST. MI	CLOVERLANE I	YPSILANTI	256
	CLOVERLANE II	YPSILANTI	336
	EAST BAY VILLAGE	ESSEXVILLE	208
	HUNT CLUB	YPSILANTI	296
	HUNT CLUB II (INACT)	YPSILANTI	144
	RUNAWAY BAY	LANSING	288
			TOTAL 1528
ST. MO	MILLWOOD PARK	KANSAS CITY	301
	PARK, THE	JOPLIN	192
	PORT, THE	JOPLIN	228
	REGENCY NORTH	KANSAS CITY	180
	SANTA FE VILLAGE	KANSAS CITY	225
			TOTAL 1126
ST. NC	BENT TREE	GREENSBORO	244
	OAKSBROOK	CHARLOTTE	162
	PLUM CREEK	CHARLOTTE	276
	RUNAWAY BAY	CHARLOTTE	280
	SPRINGHOUSE I	WINSTON SALEM	249
	SPRINGHOUSE II	WINSTON-SALEM	184
	SUN VALLEY	CHARLOTTE	311
	SUNSTONE	CHAPEL HILL	260
			TOTAL 1966
ST. NH	BAY RIDGE	NASHUA	412
			TOTAL 412
ST. NV	LAKE MEADE	LAS VEGAS	160
	LAS PALOMAS	LAS VEGAS	272
			TOTAL 432
ST. OH	BENT TREE	COLUMBUS	256
	CHESAPEAKE LANDING	DAYTON	256
	CHIMNEYS I	KETTERING	200
	CHIMNEYS II	KETTERING	188
	HUNTERS CHASE I	MIAMISBURG	292
	HUNTERS CHASE II	MIAMISBURG	360
	OAKS/WOODRIDGE I	FAIRFIELD	332
	OAKS/WOODRIDGE II	FAIRFIELD	292
	RUNAWAY BAY	COLUMBUS	304
	RUNAWAY BAY II	COLUMBUS	132
	STEEPLECHASE	CENTERVILLE	358
	VILLAS, THE	COLUMBUS	160
			TOTAL 3130
ST. OK			

Schedule 1  
Page 3 of 4

ODC COMMUNICATIONS  
NON LIBERTY

BOOK 524 PAGE 27

	COMMUNITY NAME	CITY	# UNIT
	GALLERIA	TULSA	256
		TOTAL	256
ST. OR	BRIGHTON TOWNHOMES	PORTLAND	233
	CEDAR MILL CROSSING	PORTLAND	608
	ROCK CREEK	PORTLAND	388
		TOTAL	1229
ST. PA	HUNT CLUB	NORTH WALES	320
	RIVERBEND	ALLENTOWN	230
		TOTAL	550
ST. SC	BENT TREE	COLUMBIA	232
	HUNT CLUB	SPARTANBURG	204
	RIVERWIND	COLUMBIA	160
	RUNAWAY BAY	MT. PLEASANT	208
	SPRINGHOUSE	CHARLESTON	248
		TOTAL	1052
ST. TN	CHIMNEYTOP I	ANTIOCH	362
	CHIMNEYTOP II	ANTIOCH	382
		TOTAL	744
ST. TX	HUNT CLUB	AUSTIN	384
	OAK HOLLOW	LONGVIEW	200
	RESEARCH POINT	AUSTIN	260
	SPRINGHOUSE I	DALLAS	372
	STEEPLECHASE	PLANO	368
	SUN HOLLOW	EL PASO	216
	WESTRIDGE	FORT WORTH	176
		TOTAL	1976
ST. VA	BENT TREE (INACT)	CENTERVILLE	750
	HUNTERS CHASE	MIDDLETHIAN	216
	INDIAN LAKES	VIRGINIA BEACH	296
	REFLECTIONS	VIRGINIA BEACH	480
	RUNAWAY BAY	VIRGINIA BEACH	440
	STEEPLECHASE/WMSBRG	WILLIAMSBURG	220
	SUNDANCE STATION	RICHMOND	300
		TOTAL	2702
ST. WA	CHAMBERS CREEK I	TACOMA	265
	CHAMBERS CREEK II	TACOMA	168
	FOREST RIDGE	FEDERAL WAY	217
	LA PALOMA	BURIEN	126
	RIVERWOOD	KENT	336
		TOTAL	1112
		TOTAL	53257

Schedule 1  
Page 4 of 4

RECORDING TAX PAID TO SDAT.

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RECORD IN:  
ANNE ARUNDEL Co, MD

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. Name and Address of Debtors: ODC COMMUNICATIONS CORPORATION  
a/k/a MaxTel COMMUNICATIONS CORPORATION  
4550 Montgomery Avenue,  
Suite 1150  
Bethesda, Maryland 20814
- 2. Local Address of Debtors: 988 Spa Road  
Annapolis, MD 21403
- 3. Name and Address of Secured Party: OXFORD COMMUNICATIONS CORPORATION  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

RECORD FEE 26.00  
POSTAGE .50  
NOTARIAL COMMISSION 1.50  
TOTAL 28.00  
44  
D134

4. This Financing Statement covers the following types (or items) of property:

The security interest is granted by MaxTel Associates Limited Partnership, a Virginia limited partnership, MaxTel Associates, Inc., a Virginia corporation, and ODC Communications Corporation, a Maryland corporation, with their principal place of business at 4550 Montgomery Avenue, Suite 1150, Bethesda, Maryland 20814 (collectively referred to herein as "Debtors") in the following collateral:

(A) All accounts and contract rights of the Debtors now in existence, including those certain agreements (the "Service Agreements") for the provision by Debtors of television reception and distribution services to the residential complexes (the "Complexes") set forth on the attached Schedule 1 hereto, and all accounts receivable related thereto, and all proceeds thereof;

(B) All machinery, equipment, fixtures, appliances and furniture now owned by Debtors and wherever located, including, but not limited to, all satellite and terrestrial communications and television reception and distribution equipment and all related antennas, signal

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reception, processing and distribution equipment, cable television and electronic data communications, reception, processing and distribution equipment, and interconnection and control equipment used by Debtors in connection with the provision of television reception and distribution services pursuant to the Service Agreements and located at the Complexes set forth on Schedule 1 hereto;

(C) All inventory now owned by Debtors and products and proceeds thereof;

(D) All substitutes and replacement for, accessions, attachments, and other additions to, and tools, parts and equipment used in connection with any of the above;

(E) All general intangibles, now owned;

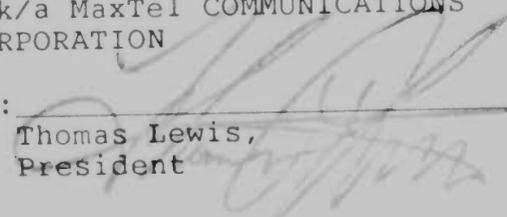
(F) All cash or noncash proceeds of any of the foregoing, including insurance proceeds; and

(G) All ledger sheets, files, records, documents, and instruments (including but not limited to, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to the above.

The location of the office where the records concerning the foregoing collateral are kept is the address of Debtors stated above. The location by city and state of each Complex where cable television reception and distribution systems are situated is set forth on the attached Schedule 1.

DEBTORS:

ODC COMMUNICATIONS CORPORATION,  
a/k/a MaxTel COMMUNICATIONS  
CORPORATION

By:   
Thomas Lewis,  
President

SECURED PARTY:

OXFORD COMMUNICATIONS  
CORPORATION

By:   
Leo E. Zickler,  
Chairman

Clerk: PLEASE RETURN TO:

OXFORD COMMUNICATIONS CORPORATION  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814  
Attn: Leo E. Zickler, Chairman

3436J/120287

ODD COMMUNICATIONS  
NON LIBERTY

	COMMUNITY NAME	CITY	UNIT
ST. AZ	BRIARWOOD	TUCSON	196
	KIMBERLY WOODS	TUCSON	279
	PANORAMA RIDGE	TUCSON	368
	QUAIL RIDGE	TUCSON	253
		TOTAL	1096
ST. CA	WARNER CREEK	WOODLAND HILLS	250
		TOTAL	250
ST. CO	ROCKBOROUGH	DENVER	345
		TOTAL	345
ST. CT	NORTHWOODS	MIDDLETOWN	336
		TOTAL	336
ST. FL	BAY VILLAGE	SARASOTA	390
	CAREFREE VILLAGE	TAMPA	399
	CHARLESTON LANDING	BRANDON	300
	CHASEWOOD	TAMPA	247
	CHESAPEAKE	CLEARWATER	354
	COBBLESTONE	POMPANO BEACH	384
	ELDRADO/EGC	LARGO	556
	FORESTWOOD	FORT MEYERS	396
	SINGER COVE	TAMPA	288
	HARBOUR, THE	MELBOURNE	162
	HIDDEN HARBOUR	MELBOURNE	216
	ISLAND CLUB	DAYTONA BEACH	204
	ISLAND IN SUN MHP	LARGO	403
	ISLAND LAKE	LONGWOOD	269
	LAMPLIGHTER	PORT ORANGE	459
	MERIDIAN	TAMPA	280
	NEWPORT	TAMPA	328
	PARKERS LANDING	TAMPA	752
	PARSONS RUN	BRANDON	228
	REFLECTIONS	W PALM BEACH	300
	REFLECTIONS/CASLERY	CASSELBERRY	336
	REFLECTIONS/TAMPA	TAMPA	348
	RUNAWAY BAY	LANTANA	404
	RUNAWAY BAY (INACT)	PEMBROKE PINES	304
	SAVANNAH TRACE	TAMPA	48
	SHADY LANE (ETAL 3)	CLEARWATER	514
	SUMMERSET BEND	TAMPA	276
	THREE LAKES MHP	TAMPA	566
	TURTLE CREEK	LUTZ	235
	VERSAILLES	ORLANDO	236
	VILLA CAPRI	VENICE	180
	WIND DRIFT	ORLANDO	288
		TOTAL	10650
ST. GA	ALEXANDRIA	DECATUR	406
	LAKES, THE	ATLANTA	464
	SADDLEBROOK	NORCROSS	305
	SPRINGHOUSE	MARTINEZ	244
	VILLAGE SQUARE	STONE MOUNTAIN	611
	WOODSONG	SMYRNA	190

	COMMUNITY NAME	CITY	UNIT
			TOTAL 2220
ST. IA	SHERWOOD GLEN	DES MOINES	180
			TOTAL 180
ST. IL	CHES. LAND. II (INACT)	AURORA	184
	CHESAPEAKE LANDING	AURORA	416
	EDGEWATER (ETAL)	CHICAGO	1785
	SAVANNAH TRACE	SCHAUMBURG	368
			TOTAL 2753
ST. IN	BEECHMILL FARMS	INDIANAPOLIS	256
	BRENDON WAY	INDIANAPOLIS	770
	BROOKWOOD	INDIANAPOLIS	404
	CAMBRIDGE SQ. NORTH	INDIANAPOLIS	380
	CARRIAGE HOUSE EAST	INDIANAPOLIS	402
	CARRIAGE HOUSE NORTH	INDIANAPOLIS	300
	CARRIAGE HOUSE SOUTH	INDIANAPOLIS	358
	CARRIAGE HOUSE WEST	INDIANAPOLIS	540
	CHELSEA VILLAGE	INDIANAPOLIS	246
	CONCORD EAST	INDIANAPOLIS	198
	COVERED BRIDGE	INDIANAPOLIS	250
	CRYSTAL TREE/EASTPT	INDIANAPOLIS	362
	EASTWOOD WHEEL MHP	INDIANAPOLIS	165
	FIRETHORN	INDIANAPOLIS	400
	FRANKLIN VILLAGE	INDIANAPOLIS	210
	GREENTREE VILLAGE	INDIANAPOLIS	456
	HOLLYTREE	INDIANAPOLIS	304
	KINGSTON SQUARE	INDIANAPOLIS	523
	KNOB IN THE WOODS	INDIANAPOLIS	520
	LANDINGS	INDIANAPOLIS	150
	MANCHESTER VILLAGE	INDIANAPOLIS	272
	NANTUCKET COVE	INDIANAPOLIS	648
	NORA PINES	INDIANAPOLIS	254
	NORTH GLEN VILLAGE	WESTFIELD	291
	OAKBROOK VILLAGE	INDIANAPOLIS	384
	OAKTREE	INDIANAPOLIS	396
	RIVERBEND II	INDIANAPOLIS	364
	SHADOW CREEK	INDIANAPOLIS	276
	SHADY BROOK HEIGHTS	GREENWOOD	527
	SUNRISE	INDIANAPOLIS	320
	TANGLEWOOD	INDIANAPOLIS	210
	TIMBER FALLS/WILLOWS	INDIANAPOLIS	518
	WATERGATE	INDIANAPOLIS	248
	WILLIAMSBURG NORTH	INDIANAPOLIS	318
	WILLIAMSBURG ON LAKE	INDIANAPOLIS	460
	WINGATE VILLAGE	INDIANAPOLIS	852
	WOODBRIIDGE	INDIANAPOLIS	318
	WOODLAKE	INDIANAPOLIS	250
	WOODS OF CASTLE	INDIANAPOLIS	260
	WOODS OF EAGLE CREEK	INDIANAPOLIS	590
			TOTAL 14970
ST. KY	CHINOE CREEK	LEXINGTON	356
	SPRINGHOUSE	LEXINGTON	224
	STONEY BROOKE FARMS	LEXINGTON	232

ODC COMMUNICATIONS  
NON LIBERTY

524 PAGE 32

	COMMUNITY NAME	CITY	UNIT
			TOTAL 812
ST. MD	CAPTAINS WALK	ANNAPOLIS	158
	HEATHER RIDGE (INACT)	BOWIE	324
	HUNT CLUB	BAIHERSBURG	336
	SPRINGHOUSE	LAUREL	220
	SPYGLASS	LEXINGTON PARK	152
	STONECREEK CLUB	GERMANTOWN	240
			TOTAL 1430
ST. MI	CLOVERLANE I	YPSILANTI	256
	CLOVERLANE II	YPSILANTI	336
	EAST BAY VILLAGE	ESSEXVILLE	208
	HUNT CLUB	YPSILANTI	296
	HUNT CLUB II (INACT)	YPSILANTI	144
	RUNAWAY BAY	LANSING	288
			TOTAL 1528
ST. MO	MILLWOOD PARK	KANSAS CITY	301
	PARK, THE	JOPLIN	192
	PORT, THE	JOPLIN	228
	REGENCY NORTH	KANSAS CITY	180
	SANTA FE VILLAGE	KANSAS CITY	225
			TOTAL 1126
ST. NC	BENT TREE	GREENSBORO	244
	DAKBROOK	CHARLOTTE	162
	PLUM CREEK	CHARLOTTE	276
	RUNAWAY BAY	CHARLOTTE	280
	SPRINGHOUSE I	WINSTON SALEM	249
	SPRINGHOUSE II	WINSTON-SALEM	194
	SUN VALLEY	CHARLOTTE	311
	SUNSTONE	CHAPEL HILL	260
			TOTAL 1966
ST. NH	BAY RIDGE	NASHUA	412
			TOTAL 412
ST. NV	LAKE MEADE	LAS VEGAS	160
	LAS PALOMAS	LAS VEGAS	272
			TOTAL 432
ST. OH	BENT TREE	COLUMBUS	256
	CHESAPEAKE LANDING	DAYTON	256
	CHIMNEYS I	KETTERING	200
	CHIMNEYS II	KETTERING	188
	HUNTERS CHASE I	MIAMISBURG	292
	HUNTERS CHASE II	MIAMISBURG	360
	OAKS/WOODRIDGE I	FAIRFIELD	332
	OAKS/WOODRIDGE II	FAIRFIELD	292
	RUNAWAY BAY	COLUMBUS	304
	RUNAWAY BAY II	COLUMBUS	132
	STEEPLECHASE	CENTERVILLE	358
	VILLAS, THE	COLUMBUS	160
			TOTAL 3130
ST. OK			

	COMMUNITY NAME	CITY	UNIT
	GALLERIA	TULSA	256
		TOTAL	256
ST. OR	BRIGHTON TOWNHOMES	PORTLAND	233
	CEDAR MILL CROSSING	PORTLAND	608
	ROCK CREEK	PORTLAND	388
		TOTAL	1229
ST. PA	HUNT CLUB	NORTH WALES	320
	RIVERBEND	ALLENTOWN	230
		TOTAL	550
ST. SC	BENT TREE	COLUMBIA	232
	HUNT CLUB	SPARTANBURG	204
	RIVERWIND	COLUMBIA	160
	RUNAWAY BAY	MT. PLEASANT	208
	SPRINGHOUSE	CHARLESTON	248
		TOTAL	1052
ST. TN	CHIMNEYTOP I	ANTIOCH	362
	CHIMNEYTOP II	ANTIOCH	382
		TOTAL	744
ST. TX	HUNT CLUB	AUSTIN	384
	OAK HOLLOW	LONEVIEW	200
	RESEARCH POINT	AUSTIN	260
	SPRINGHOUSE I	DALLAS	372
	STEEPLECHASE	FLAND	368
	SUN HOLLOW	EL PASO	216
	WESTRIDGE	FORT WORTH	176
		TOTAL	1976
ST. VA	BENT TREE (INACT)	CENTERVILLE	750
	HUNTERS CHASE	MIDLOTHIAN	216
	INDIAN LAKES	VIRGINIA BEACH	296
	REFLECTIONS	VIRGINIA BEACH	480
	RUNAWAY BAY	VIRGINIA BEACH	440
	STEEPLECHASE/WMSBRG	WILLIAMSBURG	220
	SUNDANCE STATION	RICHMOND	300
		TOTAL	2702
ST. WA	CHAMBERS CREEK I	TACOMA	265
	CHAMBERS CREEK II	TACOMA	168
	FOREST RIDGE	FEDERAL WAY	217
	LA PALOMA	BURIEN	126
	RIVERWOOD	KENT	336
		TOTAL	1112
		TOTAL	53257

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RECORDING TAX PAID TO SDAT.

3-1-88, \$150.35

RECORD IN:

Anne Arundel Co MD

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Name and Address of Debtors: MaxTel ASSOCIATES LIMITED PARTNERSHIP and MaxTel ASSOCIATES, INC. 4550 Montgomery Avenue, Suite 1150 Bethesda, Maryland 20814

2. Local Address of Debtors: 988 Spa Road Annapolis, MD 21403

3. Name and Address of Secured Party: OXFORD DEVELOPMENT CORPORATION 4550 Montgomery Avenue Suite 1150 Bethesda, Maryland 20814

RECORDS FEE 33.00  
 POSTAGE .50  
 20-4100 03-8 207 7161  
 44-10-07-114  
 0128/90

4. This Financing Statement covers the following types (or items) of property:

The security interest is granted by MaxTel Associates Limited Partnership, a Virginia limited partnership, MaxTel Associates, Inc., a Virginia corporation, and ODC Communications Corporation, a Maryland corporation, with their principal place of business at 4550 Montgomery Avenue, Suite 1150, Bethesda, Maryland 20814 (collectively referred to herein as "Debtors") in the following collateral:

(A) All accounts and contract rights of the Debtors now in existence, including those certain agreements (the "Service Agreements") for the provision by Debtors of television reception and distribution services to the residential complexes (the "Complexes") set forth on the attached Schedule 1 hereto, and all accounts receivable related thereto, and all proceeds thereof;

(B) All machinery, equipment, fixtures, appliances and furniture now owned by Debtors and wherever located, including, but not limited to, all satellite and terrestrial communications and television reception and distribution equipment and all related antennas, signal reception, processing and distribution equipment, cable

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television and electronic data communications, reception, processing and distribution equipment, and interconnection and control equipment used by Debtors in connection with the provision of television reception and distribution services pursuant to the Service Agreements and located at the Complexes set forth on Schedule 1 hereto;

(C) All inventory now owned by Debtors and products and proceeds thereof;

(D) All substitutes and replacement for, accessions, attachments, and other additions to, and tools, parts and equipment used in connection with any of the above;

(E) All general intangibles, now owned;

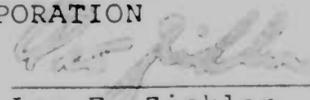
(F) All cash or noncash proceeds of any of the foregoing, including insurance proceeds; and

(G) All ledger sheets, files, records, documents, and instruments (including but not limited to, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to the above.

The location of the office where the records concerning the foregoing collateral are kept is the address of Debtors stated above. The location by city and state of each Complex where cable television reception and distribution systems are situated is set forth on the attached Schedule 1.

SECURED PARTY:

OXFORD DEVELOPMENT  
CORPORATION

By: 

Leo E. Zickler,  
Chairman

[Additional Signatures Appear on Following Page.]

DEBTORS:

MaxTel ASSOCIATES LIMITED  
PARTNERSHIP

By: TeleMedia Associates  
Limited Partnership,  
Its General Partner

By: TeleMedia Associates,  
Its General Partner

By: [Signature]  
Robert R. Swander,  
General Partner

By: TeleMedia Associates, Inc.,  
Its General Partner

By: [Signature]  
Robert R. Swander,  
President

MaxTel ASSOCIATES, INC.

By: [Signature]  
Robert R. Swander,  
President

Clerk: PLEASE RETURN TO:

OXFORD DEVELOPMENT CORPORATION  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814  
Attn: Leo E. Zickler, Chairman

3434J/120287

DDC COMMUNICATIONS  
NON LIBERTY

524 PAGE 37

	COMMUNITY NAME	CITY	0 UNIT
ST. AZ	BRIARWOOD	TUCSON	196
	KIMBERLY WOODS	TUCSON	279
	PANORAMA RIDGE	TUCSON	368
	QUAIL RIDGE	TUCSON	253
		TOTAL	1096
ST. CA	WARNER CREEK	WOODLAND HILLS	250
		TOTAL	250
ST. CO	ROCKBOROUGH	DENVER	345
		TOTAL	345
ST. CT	NORTHWOODS	MIDDLETOWN	336
		TOTAL	336
ST. FL	BAY VILLAGE	SARASOTA	390
	CAREFREE VILLAGE	TAMPA	399
	CHARLESTON LANDING	BRANDON	300
	CHASEWOOD	TAMPA	247
	CHESAPEAKE	CLEARWATER	354
	COBBLESTONE	POMPANO BEACH	384
	ELDORADO/ESD	LARGO	556
	FORESTWOOD	FORT MEYERS	396
	GINGER COVE	TAMPA	288
	HARBOUR, THE	MELBOURNE	162
	HIDDEN HARBOUR	MELBOURNE	216
	ISLAND CLUB	DAYTONA BEACH	204
	ISLAND IN SUN MHP	LARGO	403
	ISLAND LAKE	LONGWOOD	269
	LAMPLIGHTER	PORT ORANGE	459
	MERIDIAN	TAMPA	280
	NEWPORT	TAMPA	328
	PARKERS LANDING	TAMPA	752
	PARSONS RUN	BRANDON	228
	REFLECTIONS	W PALM BEACH	300
	REFLECTIONS/CASLBRY	CASSELBERRY	336
	REFLECTIONS/TAMPA	TAMPA	348
	RUNAWAY BAY	LANTANA	404
	RUNAWAY BAY (INACT)	PEMBROKE PINES	304
	SAVANNAH TRACE	TAMPA	48
	SHADY LANE (ETAL 3)	CLEARWATER	514
	SUMMERSET BEND	TAMPA	276
	THREE LAKES MHP	TAMPA	566
	TURTLE CREEK	LUTZ	235
	VERSAILLES	ORLANDO	236
	VILLA CAPRI	VENICE	190
	WIND DRIFT	ORLANDO	288
		TOTAL	10650
ST. GA	ALEXANDRIA	DECATUR	406
	LAKES, THE	ATLANTA	464
	SADDLEBROOK	NORCROSS	305
	SPRINGHOUSE	MARTINEZ	244
	VILLAGE SQUARE	STONE MOUNTAIN	611
	WOODSONG	SMYRNA	190

ODC COMMUNICATIONS  
MON LIBERTY

BOOK 524 PAGE 38

	COMMUNITY NAME	CITY	UNIT
ST. IA:			TOTAL 2220
	SHERWOOD GLEN	DES MOINES	180
ST. IL			TOTAL 180
	CHES. LAND. II (INACT)	AURORA	184
	CHESAPEAKE LANDING	AURORA	416
	EDGEWATER (ETAL)	CHICAGO	1785
	SAVANNAH TRACE	SCHAUMBURG	368
ST. IN			TOTAL 2753
	BEECHMILL FARMS	INDIANAPOLIS	256
	BRENDON WAY	INDIANAPOLIS	770
	BROOKWOOD	INDIANAPOLIS	404
	CAMBRIDGE SQ. NORTH	INDIANAPOLIS	380
	CARRIAGE HOUSE EAST	INDIANAPOLIS	402
	CARRIAGE HOUSE NORTH	INDIANAPOLIS	300
	CARRIAGE HOUSE SOUTH	INDIANAPOLIS	358
	CARRIAGE HOUSE WEST	INDIANAPOLIS	540
	CHELSEA VILLAGE	INDIANAPOLIS	246
	CONCORD EAST	INDIANAPOLIS	198
	COVERED BRIDGE	INDIANAPOLIS	250
	CRYSTAL TREE/EASTPT	INDIANAPOLIS	362
	EASTWOOD WHEEL MHP	INDIANAPOLIS	165
	FIRETHORN	INDIANAPOLIS	400
	FRANKLIN VILLAGE	INDIANAPOLIS	210
	GREENTREE VILLAGE	INDIANAPOLIS	456
	HOLLYTREE	INDIANAPOLIS	304
	KINGSTON SQUARE	INDIANAPOLIS	523
	KNOB IN THE WOODS	INDIANAPOLIS	520
	LANDINGS	INDIANAPOLIS	150
	MANCHESTER VILLAGE	INDIANAPOLIS	272
	NANTUCKET COVE	INDIANAPOLIS	648
	NORA PINES	INDIANAPOLIS	254
	NORTH GLEN VILLAGE	WESTFIELD	291
	OAKBROOK VILLAGE	INDIANAPOLIS	384
	OAKTREE	INDIANAPOLIS	396
	RIVERBEND II	INDIANAPOLIS	384
	SHADOW CREEK	INDIANAPOLIS	276
	SHADY BROOK HEIGHTS	GREENWOOD	527
	SUNRISE	INDIANAPOLIS	320
	TANGLEWOOD	INDIANAPOLIS	210
	TIMBER FALLS/WILLOWS	INDIANAPOLIS	518
	WATERGATE	INDIANAPOLIS	248
	WILLIAMSBURG NORTH	INDIANAPOLIS	318
	WILLIAMSBURG ON LAKE	INDIANAPOLIS	460
	WINGATE VILLAGE	INDIANAPOLIS	852
	WOODBIDGE	INDIANAPOLIS	318
	WOODLAKE	INDIANAPOLIS	250
	WOODS OF CASTLE	INDIANAPOLIS	260
	WOODS OF EAGLE CREEK	INDIANAPOLIS	590
ST. KY			TOTAL 14970
	CHINOE CREEK	LEXINGTON	356
	SPRINGHOUSE	LEXINGTON	224
	STONEY BROOKE FARMS	LEXINGTON	232

ODC COMMUNICATIONS  
MON LIBERTY

	COMMUNITY NAME	CITY	UNIT
			TOTAL 812
ST. MD	CAPTAINS WALK	ANNAPOLIS	158
	HEATHER RIDGE (INACT)	BOWIE	324
	HUNT CLUB	GAITHERSBURG	336
	SPRINGHOUSE	LAUREL	220
	SPYGLASS	LEXINGTON PARK	152
	STONECREEK CLUB	BERMANTOWN	240
			TOTAL 1430
ST. MI	CLOVERLANE I	YPSILANTI	256
	CLOVERLANE II	YPSILANTI	336
	EAST BAY VILLAGE	ESSEXVILLE	208
	HUNT CLUB	YPSILANTI	296
	HUNT CLUB II (INACT)	YPSILANTI	144
	RUNAWAY BAY	LANSING	288
			TOTAL 1528
ST. MO	MILLWOOD PARK	KANSAS CITY	301
	PARK, THE	JOPLIN	192
	PORT, THE	JOPLIN	228
	REGENCY NORTH	KANSAS CITY	180
	SANTA FE VILLAGE	KANSAS CITY	225
			TOTAL 1126
ST. NC	BENT TREE	GREENSBORO	244
	DAKBROOK	CHARLOTTE	162
	PLUM CREEK	CHARLOTTE	276
	RUNAWAY BAY	CHARLOTTE	280
	SPRINGHOUSE I	WINSTON SALEM	249
	SPRINGHOUSE II	WINSTON-SALEM	184
	SUN VALLEY	CHARLOTTE	311
	SUNSTONE	CHAPEL HILL	260
			TOTAL 1966
ST. NH	BAY RIDGE	NASHUA	412
			TOTAL 412
ST. NV	LAKE MEADE	LAS VEGAS	160
	LAS PALOMAS	LAS VEGAS	272
			TOTAL 432
ST. OH	BENT TREE	COLUMBUS	256
	CHESAPEAKE LANDING	DAYTON	256
	CHIMNEYS I	KETTERING	200
	CHIMNEYS II	KETTERING	188
	HUNTERS CHASE I	MIAMISBURG	292
	HUNTERS CHASE II	MIAMISBURG	360
	OAKS/WOODRIDGE I	FAIRFIELD	332
	OAKS/WOODRIDGE II	FAIRFIELD	292
	RUNAWAY BAY	COLUMBUS	304
	RUNAWAY BAY II	COLUMBUS	132
	STEEPLECHASE	CENTERVILLE	358
	VILLAS, THE	COLUMBUS	160
			TOTAL 3130
ST. OK			

BOOK 524 PAGE 39

DDC COMMUNICATIONS  
MON LIBERTY

BOOK 524 PAGE 40

	COMMUNITY NAME	CITY	UNIT
	GALLERIA	TULSA	256
		TOTAL	256
ST. OR	BRIGHTON TOWNHOMES	PORTLAND	233
	CEDAR MILL CROSSING	PORTLAND	608
	ROCK CREEK	PORTLAND	388
		TOTAL	1229
ST. PA	HUNT CLUB	NORTH WALES	320
	RIVERBEND	ALLENTOWN	230
		TOTAL	550
ST. SC	BENT TREE	COLUMBIA	232
	HUNT CLUB	SPARTANBURG	204
	RIVERWIND	COLUMBIA	160
	RUNAWAY BAY	MT. PLEASANT	208
	SPRINGHOUSE	CHARLESTON	248
		TOTAL	1052
ST. TN	CHIMNEYTOP I	ANTIOCH	362
	CHIMNEYTOP II	ANTIOCH	382
		TOTAL	744
ST. TX	HUNT CLUB	AUSTIN	384
	OAK HOLLOW	LONGVIEW	200
	RESEARCH POINT	AUSTIN	260
	SPRINGHOUSE I	DALLAS	372
	STEEPLECHASE	PLANO	368
	SUN HOLLOW	EL PASO	216
	WESTRIDGE	FORT WORTH	176
		TOTAL	1976
ST. VA	BENT TREE (INACT)	CENTERVILLE	750
	HUNTERS CHASE	MIDLOTHIAN	216
	INDIAN LAKES	VIRGINIA BEACH	296
	REFLECTIONS	VIRGINIA BEACH	480
	RUNAWAY BAY	VIRGINIA BEACH	440
	STEEPLECHASE/WMSBRG	WILLIAMSBURG	220
	SUNDANCE STATION	RICHMOND	300
		TOTAL	2702
ST. WA	CHAMBERS CREEK I	TACOMA	265
	CHAMBERS CREEK II	TACOMA	168
	FOREST RIDGE	FEDERAL WAY	217
	LA PALOMA	BURIEN	126
	RIVERWOOD	KENT	336
		TOTAL	1112
		TOTAL	53257

271923

RECORDING TAX PAID TO SDAT.

9

3-1-88  
\$130.35

RECORD IN:  
Prince Georges, MD

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. Name and Address of Debtors: ODC COMMUNICATIONS CORPORATION  
a/k/a MaxTel COMMUNICATIONS CORPORATION  
4550 Montgomery Avenue,  
Suite 1150  
Bethesda, Maryland 20814
- 2. Local Address of Debtors: 988 Spa Road  
Annapolis, MD 21403
- 3. Name and Address of Secured Party: OXFORD DEVELOPMENT CORPORATION  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

RECORD FEE 25.00  
POSTAGE .50  
MAY 12 1988  
AH 19884705

- 4. This Financing Statement covers the following types (or items) of property:

The security interest is granted by MaxTel Associates Limited Partnership, a Virginia limited partnership, MaxTel Associates, Inc., a Virginia corporation, and ODC Communications Corporation, a Maryland corporation, with their principal place of business at 4550 Montgomery Avenue, Suite 1150, Bethesda, Maryland 20814 (collectively referred to herein as "Debtors") in the following collateral:

(A) All accounts and contract rights of the Debtors now in existence, including those certain agreements (the "Service Agreements") for the provision by Debtors of television reception and distribution services to the residential complexes (the "Complexes") set forth on the attached Schedule 1 hereto, and all accounts receivable related thereto, and all proceeds thereof;

(B) All machinery, equipment, fixtures, appliances and furniture now owned by Debtors and wherever located, including, but not limited to, all satellite and terrestrial communications and television reception and distribution equipment and all related antennas, signal

26  
F



reception, processing and distribution equipment, cable television and electronic data communications, reception, processing and distribution equipment, and interconnection and control equipment used by Debtors in connection with the provision of television reception and distribution services pursuant to the Service Agreements and located at the Complexes set forth on Schedule 1 hereto;

(C) All inventory now owned by Debtors and products and proceeds thereof;

(D) All substitutes and replacement for, accessions, attachments, and other additions to, and tools, parts and equipment used in connection with any of the above;

(E) All general intangibles, now owned;

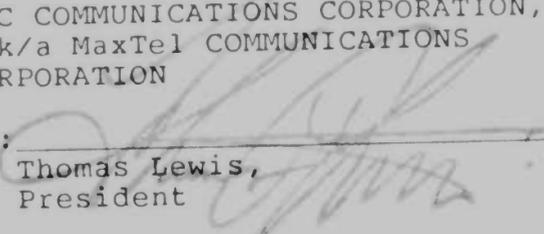
(F) All cash or noncash proceeds of any of the foregoing, including insurance proceeds; and

(G) All ledger sheets, files, records, documents, and instruments (including but not limited to, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to the above.

The location of the office where the records concerning the foregoing collateral are kept is the address of Debtors stated above. The location by city and state of each Complex where cable television reception and distribution systems are situated is set forth on the attached Schedule 1.

DEBTORS:

ODC COMMUNICATIONS CORPORATION,  
a/k/a MaxTel COMMUNICATIONS  
CORPORATION

By:   
Thomas Lewis,  
President

SECURED PARTY:

OXFORD DEVELOPMENT  
CORPORATION

By:   
Leo E. Zickler,  
Chairman

Clerk: PLEASE RETURN TO:

OXFORD DEVELOPMENT CORPORATION  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814  
Attn: Leo E. Zickler, Chairman

3435J/120287

DDC COMMUNICATIONS  
NON LIBERTY

800- 524 800 43

	COMMUNITY NAME	CITY	UNIT
ST. AZ	BRIARWOOD	TUCSON	196
	KIMBERLY WOODS	TUCSON	279
	PANORAMA RIDGE	TUCSON	368
	QUAIL RIDGE	TUCSON	253
		TOTAL	1096
ST. CA	WARNER CREEK	WOODLAND HILLS	250
		TOTAL	250
ST. CO	ROCKBOROUGH	DENVER	345
		TOTAL	345
ST. CT	NORTHWOODS	MIDDLETOWN	336
		TOTAL	336
ST. FL	BAY VILLAGE	SARASOTA	390
	CAREFREE VILLAGE	TAMPA	399
	CHARLESTON LANDINGS	BRANDON	300
	CHASEWOOD	TAMPA	247
	CHESAPEAKE	CLEARWATER	354
	COBBLESTONE	POMPANO BEACH	384
	ELDORADO/EBG	LARGO	556
	FORESTWOOD	FORT MEYERS	396
	GINGER COVE	TAMPA	288
	HARBOUR, THE	MELBOURNE	162
	HIDDEN HARBOUR	MELBOURNE	216
	ISLAND CLUB	DAYTONA BEACH	204
	ISLAND IN SUN MHP	LARGO	403
	ISLAND LAKE	LONEWOOD	269
	LAMPLIGHTER	FORT ORANGE	459
	MERIDIAN	TAMPA	280
	NEWPORT	TAMPA	328
	PARKERS LANDING	TAMPA	752
	PARSONS RUN	BRANDON	228
	REFLECTIONS	W PALM BEACH	300
	REFLECTIONS/CASLBRY	CASSELBERRY	336
	REFLECTIONS/TAMPA	TAMPA	348
	RUNAWAY BAY	LANTANA	404
	RUNAWAY BAY (INACT)	PEMBROKE PINES	304
	SAVANNAH TRACE	TAMPA	48
	SHADY LANE (ETAL 3)	CLEARWATER	514
	SUMMERSET BEND	TAMPA	276
	THREE LAKES MHP	TAMPA	566
	TURTLE CREEK	LUTZ	235
	VERSAILLES	ORLANDO	236
	VILLA CAPRI	VENICE	180
	WIND DRIFT	ORLANDO	288
		TOTAL	10650
ST. GA	ALEXANDRIA	DECATUR	406
	LAKES, THE	ATLANTA	464
	SADDLEBROOK	NORCROSS	305
	SPRINGHOUSE	MARTINEZ	244
	VILLAGE SQUARE	STONE MOUNTAIN	611
	WOODSONG	SMYRNA	190

ODC COMMUNICATIONS  
MON LIBERTY

FORM 524 PAGE 44

	COMMUNITY NAME	CITY	UNIT
			TOTAL 2220
ST. IA	SHERWOOD GLEN	DES MOINES	180
			TOTAL 180
ST. IL	CHES. LAND. II (INACT)	AURORA	164
	CHESAPEAKE LANDING	AURORA	416
	EDGEWATER (ETAL)	CHICAGO	1785
	SAVANNAH TRACE	SCHAUMBURG	368
			TOTAL 2753
ST. IN	BEECHMILL FARMS	INDIANAPOLIS	256
	BRENDON WAY	INDIANAPOLIS	770
	BROOKWOOD	INDIANAPOLIS	404
	CAMBRIDGE SQ. NORTH	INDIANAPOLIS	380
	CARRIAGE HOUSE EAST	INDIANAPOLIS	402
	CARRIAGE HOUSE NORTH	INDIANAPOLIS	300
	CARRIAGE HOUSE SOUTH	INDIANAPOLIS	358
	CARRIAGE HOUSE WEST	INDIANAPOLIS	540
	CHELSEA VILLAGE	INDIANAPOLIS	246
	CONCORD EAST	INDIANAPOLIS	198
	COVERED BRIDGE	INDIANAPOLIS	250
	CRYSTAL TREE/EASTPT	INDIANAPOLIS	362
	EASTWOOD WHEEL MHP	INDIANAPOLIS	165
	FIRETHORN	INDIANAPOLIS	400
	FRANKLIN VILLAGE	INDIANAPOLIS	210
	GREENTREE VILLAGE	INDIANAPOLIS	456
	HOLLYTREE	INDIANAPOLIS	304
	KINGSTON SQUARE	INDIANAPOLIS	523
	KNOB IN THE WOODS	INDIANAPOLIS	520
	LANDINGS	INDIANAPOLIS	150
	MANCHESTER VILLAGE	INDIANAPOLIS	272
	NANTUCKET COVE	INDIANAPOLIS	648
	NORA PINES	INDIANAPOLIS	254
	NORTH GLEN VILLAGE	WESTFIELD	291
	OAKBROOK VILLAGE	INDIANAPOLIS	384
	OAKTREE	INDIANAPOLIS	396
	RIVERBEND II	INDIANAPOLIS	364
	SHADOW CREEK	INDIANAPOLIS	276
	SHADY BROOK HEIGHTS	GREENWOOD	527
	SUNRISE	INDIANAPOLIS	320
	TANGLEWOOD	INDIANAPOLIS	210
	TIMBER FALLS/WILLOWS	INDIANAPOLIS	518
	WATERGATE	INDIANAPOLIS	248
	WILLIAMSBURG NORTH	INDIANAPOLIS	318
	WILLIAMSBURG ON LAKE	INDIANAPOLIS	460
	WINGATE VILLAGE	INDIANAPOLIS	852
	WOODBRIIDGE	INDIANAPOLIS	318
	WOODLAKE	INDIANAPOLIS	250
	WOODS OF CASTLE	INDIANAPOLIS	260
	WOODS OF EAGLE CREEK	INDIANAPOLIS	590
			TOTAL 14970
ST. KY	CHINDE CREEK	LEXINGTON	356
	SPRINGHOUSE	LEXINGTON	224
	STONE BROOK FARMS	LEXINGTON	232

Schedule 1  
Page 2 of 4

ODC COMMUNICATIONS  
WOM LIBERTY

BOOK 524 PAGE 45

	COMMUNITY NAME	CITY	UNIT
			TOTAL 812
ST. MD	CAPTAINS WALK	ANNAPOLIS	158
	HEATHER RIDGE (INACT)	BOWIE	324
	HUNT CLUB	GAITHERSBURG	336
	SPRINGHOUSE	LAUREL	220
	SPYGLASS	LEXINGTON PARK	152
	STONECREEK CLUB	GERMANTOWN	240
			TOTAL 1430
ST. MI	CLOVERLANE I	YPSILANTI	256
	CLOVERLANE II	YPSILANTI	336
	EAST BAY VILLAGE	ESSEXVILLE	208
	HUNT CLUB	YPSILANTI	296
	HUNT CLUB II (INACT)	YPSILANTI	144
	RUNAWAY BAY	LANSING	288
			TOTAL 1528
ST. MO	MILLWOOD PARK	KANSAS CITY	301
	PARK, THE	JOPLIN	192
	PORT, THE	JOPLIN	228
	REGENCY NORTH	KANSAS CITY	180
	SANTA FE VILLAGE	KANSAS CITY	225
			TOTAL 1126
ST. NC	BENT TREE	GREENSBORO	244
	OAKBROOK	CHARLOTTE	162
	FLOM CREEK	CHARLOTTE	276
	RUNAWAY BAY	CHARLOTTE	280
	SPRINGHOUSE I	WINSTON SALEM	249
	SPRINGHOUSE II	WINSTON-SALEM	184
	SUN VALLEY	CHARLOTTE	311
	SUNSTONE	CHAPEL HILL	260
			TOTAL 1966
ST. NH	BAY RIDGE	NASHUA	412
			TOTAL 412
ST. NV	LAKE MEADE	LAS VEGAS	160
	LAS PALOMAS	LAS VEGAS	272
			TOTAL 432
ST. OH	BENT TREE	COLUMBUS	256
	CHESAPEAKE LANDING	DAYTON	256
	CHIMNEYS I	KETTERING	200
	CHIMNEYS II	KETTERING	188
	HUNTERS CHASE I	MIAMISBURG	292
	HUNTERS CHASE II	MIAMISBURG	360
	OAKS/WOODRIDGE I	FAIRFIELD	332
	OAKS/WOODRIDGE II	FAIRFIELD	292
	RUNAWAY BAY	COLUMBUS	304
	RUNAWAY BAY II	COLUMBUS	132
	STEEPLECHASE	CENTERVILLE	358
	VILLAS, THE	COLUMBUS	160
			TOTAL 3130
ST. OK			

Schedule 1  
Page 3 of 4

ODC COMMUNICATIONS  
NON LIBERTY

BOOK 524 PAGE 46

	COMMUNITY NAME	CITY	UNIT
	GALLERIA	TULSA	256
		TOTAL	256
ST. OR	BRIGHTON TOWNHOMES	PORTLAND	233
	CEDAR MILL CROSSING	PORTLAND	608
	ROCK CREEK	PORTLAND	388
		TOTAL	1229
ST. PA	HUNT CLUB	NORTH WALES	320
	RIVERBEND	ALLENTOWN	230
		TOTAL	550
ST. SC	BENT TREE	COLUMBIA	232
	HUNT CLUB	SPARTANBURG	204
	RIVERWIND	COLUMBIA	160
	RUNAWAY BAY	MT. PLEASANT	208
	SPRINGHOUSE	CHARLESTON	248
		TOTAL	1052
ST. TN	CHIMNEYTOP I	ANTIOCH	362
	CHIMNEYTOP II	ANTIOCH	382
		TOTAL	744
ST. TX	HUNT CLUB	AUSTIN	384
	DAK HOLLOW	LONGVIEW	200
	RESEARCH POINT	AUSTIN	260
	SPRINGHOUSE I	DALLAS	372
	STEEPLECHASE	FLAND	368
	SUN HOLLOW	EL PASO	216
	WESTRIDGE	FORT WORTH	176
		TOTAL	1976
ST. VA	BENT TREE (INACT)	CENTERVILLE	750
	HUNTERS CHASE	MIDLOTHIAN	216
	INDIAN LAKES	VIRGINIA BEACH	296
	REFLECTIONS	VIRGINIA BEACH	480
	RUNAWAY BAY	VIRGINIA BEACH	440
	STEEPLECHASE/WMSBRG	WILLIAMSBURG	220
	SUNDANCE STATION	RICHMOND	300
		TOTAL	2702
ST. WA	CHAMBERS CREEK I	TACOMA	265
	CHAMBERS CREEK II	TACOMA	168
	FOREST RIDGE	FEDERAL WAY	217
	LA PALOMA	BURIEN	126
	RIVERWOOD	KENT	336
		TOTAL	1112
		TOTAL	53257

271924

BOOK 524 PAGE 47

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust securing a debt in the principal amount of \$100,000.00, or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

JAMES M. HISKY CORPORATION, a  
Maryland Corporation  
10182 Hobsons Choice Lane  
Ellicott City, Maryland 21043

NAME AND ADDRESS OF SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY  
Church Circle  
Annapolis, Maryland 21401

NAME AND ADDRESS OF TRUSTEES:

JOHN M. SUIT, II  
DAVID D. TRUITT  
Church Circle  
Annapolis, Maryland 21401

RECORD FEE 12.00  
POSTAGE .50  
TOTAL 12.50

12-13-55  
AH

1. This Financing Statement covers the following items of property:

A. All personal property of every kind and nature whatsoever, construction and building materials, apparatus, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described property or any interest or estate therein, and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds, all laundry, refrigerating, air condition, incinerating and sprinkling and other fire prevention or extinguishing equipment, all power equipment, communications and radio apparatus, ducts, compressors, security systems of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

B. Proceeds of the above described collateral, accessions and after-acquired property are covered hereunder.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8655

135.50

- C. All contract rights, earnings, revenues, rents, issues, profits and other income of and from the hereinafter described property and other collateral, and all present and future accounts, general intangibles, chattel paper, documents, warranty rights and instruments relating to, derived from or otherwise appertaining to the hereinafter described property or any part thereof including all such rights heretofore granted or assigned by Debtor to Security Party by the Deed of Trust or other similar documents.
  - D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property describe din the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above-described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed to the Trustees in the Deed of Trust, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the security agreement to this secured transaction.

Dated: March 4, 1988

DEBTOR SIGNATURE:

JAMES M. HISKEY CORPORATION,  
a Maryland Corporation

BY: James M. Hiskey  
James M. Hiskey, President

SECURED PARTY SIGNATURES:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

BY: John M. Suit, II  
John M. Suit, II  
Executive Vice President

Filing Officer:  
After recordation, please return to:

Pat Weis  
MANIS, WILKINSON, SNIDER &  
GOLDSBOROUGH, CHARTERED  
P.O. Box 1911  
Annapolis, Maryland 21401

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P O BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

EXHIBIT "A"

All that lot of ground situate in the Third Election District of Anne Arundel, Maryland, known as Lot No. 6, as laid out on the Plat of Shoreacres, subdivided by Cityco Realty Co. recorded in Plat Book 15, page 49, and more particularly described as follows:

BEGINNING FOR THE SAME on the northeast side of Burnett Avenue at the distance of 250 feet easterly from the westernmost outline of the whole property heretofore conveyed to the Cityco Realty Company of Baltimore City, and at the corner of Lot No. 5; thence easterly along the northeast side of Burnett Avenue 50 feet to Lot No. 67; thence northerly along Lot No. 7, 495 feet, more or less, to the waters of Magothy River; thence westerly along the waters of Magothy River 50 feet to Lot No. 5; and thence southerly along Lot No. 5, 480 feet, more or less, to the place of beginning. The improvements thereon being known as 940 Burnett Avenue.

BEING the same property acquired by James M. Hisky Corporation by deed dated August 4, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4124, folio 685.

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$124,773.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: February 26, 1988

RECORD FEE 13.00

POSTAGE .50

NOTARIAL COST FOR TITLE 15.00

REVISION  
A#

FINANCING STATEMENT

1. Debtor: Address:  
TWIN ACTION PROPERTIES, INC. c/o Scott G. Adams  
Clohan, Adams & Dean  
1101 Vermont Avenue, N.W.  
Suite 400  
Washington, D.C. 20005
  
2. Secured Party: Address:  
HOME FEDERAL SAVINGS BANK P.O. Box 1179  
Hagerstown, Maryland 21741
  
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

138



(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

TWIN ACTION PROPERTIES, INC.

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By

  
Ronald H. , President  
Hobbs

By

  
Thomas B. Frame  
Vice President

TWIN#5.198.amp

SCHEDULE "A"  
LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Storage Unit No. 19, and Yard Work Unit Nos. 126, 127, and 131, together with the limited common element boat slip No. 19, and limited common element yard work area Nos. 126, 127, and 131, which boat slip is appurtenant to Storage Unit No. 19, and which yard work areas are appurtenant to Yard Work Unit Nos. 126, 127, and 131, as shown on the Plat entitled Whitehall Marina, a Condominium, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, Plat Number E-1055, et seq. and Plat Book E-36, pages 37 and 38 at Plat Numbers E-1787 and E-1788, together with the right to use the General and Limited Common Elements as set out in the Declaration and together with an undivided interest in the common elements, common profits, common expenses, equal to the percentage interest set out in the Declaration but subject to the terms and conditions of the Declaration, which Declaration is dated January 24, 1982, and is recorded among the Land Records of Anne Arundel County in Liber 3539, folio 107 et seq., as amended in Amendment to Declaration recorded among the Land Records of Anne Arundel County, Maryland in Liber 4518, folio 683, and the Assignment of Declarant's Rights recorded among the aforesaid Land Records in Liber 3868, folio 6.

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$31,195.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: February 26 1988

RECORD FEE 13.00

POSTAGE .50

NOTARIAL FEE \$14.75

RECORDING FEE

PH

FINANCING STATEMENT

1. Debtor:

TWIN ACTION PROPERTIES,  
INC.

Address:

c/o Scott G. Adams  
Clohan, Adams & Dean  
1101 Vermont Avenue, N.W.  
Suite 400  
Washington, D.C. 20005

2. Secured Party:

HOME FEDERAL SAVINGS BANK

Address:

P.O. Box 1179  
Hagerstown, Maryland 21741

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

1350

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

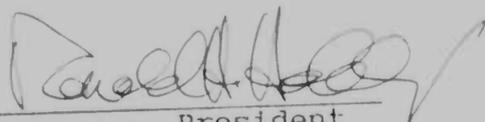
- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

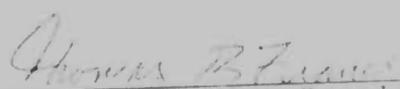
DEBTOR:

TWIN ACTION PROPERTIES, INC.

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By   
 Ronald H. Hobbs, President

By   
 Thomas B. Frame, Vice President

TAPI#5.198.amp

SCHEDULE "A"  
LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Storage Unit No. 19, and Yard Work Unit Nos. 126, 127, and 131, together with the limited common element boat slip No. 19, and limited common element yard work area Nos. 126, 127, and 131, which boat slip is appurtenant to Storage Unit No. 19, and which yard work areas are appurtenant to Yard Work Unit Nos. 126, 127, and 131, as shown on the Plat entitled Whitehall Marina, a Condominium, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, Plat Number E-1055, et seq. and Plat Book E-36, pages 37 and 38 at Plat Numbers E-1787 and E-1788, together with the right to use the General and Limited Common Elements as set out in the Declaration and together with an undivided interest in the common elements, common profits, common expenses, equal to the percentage interest set out in the Declaration but subject to the terms and conditions of the Declaration, which Declaration is dated January 24, 1982, and is recorded among the Land Records of Anne Arundel County in Liber 3539, folio 107 et seq., as amended in Amendment to Declaration recorded among the Land Records of Anne Arundel County, Maryland in Liber 4518, folio 683, and the Assignment of Declarant's Rights recorded among the aforesaid Land Records in Liber 3868, folio 6.

524 56

271903

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$91,185.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: February 26 1988

POSTAGE

.50

FINANCING STATEMENT

ADDITIONAL COST \$14.75

10/07/88

1. Debtor: SCOTT G. ADAMS  
Address: 1101 Vermont Avenue, N.W.  
Suite 400  
Washington, D.C. 20005
2. Secured Party: HOME FEDERAL SAVINGS BANK  
Address: P.O. Box 1179  
Hagerstown, Maryland 21741
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

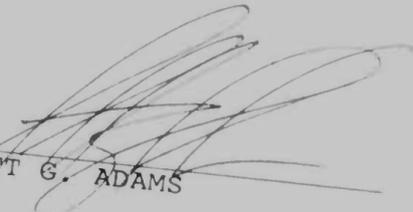
(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

13.00

(d) all contract rights of and from the herein described property or any part thereof.

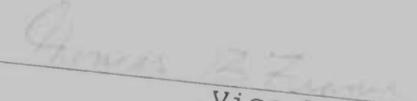
- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

  
 SCOTT G. ADAMS

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By   
 , Vice President

CLOHAN#6.198.amp

SCHEDULE "A"  
LEGAL DESCRIPTION

BOOK 524 PAGE 58

BEING KNOWN AND DESIGNATED as Storage Unit Nos. 58 and 123, and Yard Work Unit No. 129, together with the limited common element boat slip Nos. 58 and 123, and limited common element yard work area No. 129, which boat slips are appurtenant to Storage Unit Nos. 58 and 123, and which yard work area is appurtenant to Yard Work Unit No. 129, as shown on the Plat entitled Whitehall Marina, a Condominium, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, Plat Number E-1055, et seq. and Plat Book E-36, pages 37 and 38 at Plat Numbers E-1787 and E-1788, together with the right to use the General and Limited Common Elements as set out in the Declaration and together with an undivided interest in the common elements, common profits, common expenses, equal to the percentage interest set out in the Declaration but subject to the terms and conditions of the Declaration, which Declaration is dated January 24, 1982, and is recorded among the Land Records of Anne Arundel County in Liber 3539, folio 107 et seq., as amended in Amendment to Declaration recorded among the Land Records of Anne Arundel County, Maryland in Liber 4518, folio 683, and the Assignment of Declarant's Rights recorded among the aforesaid Land Records in Liber 3868, folio 6.

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$22,791.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: February 26 1938

FINANCING STATEMENT

- 1. Debtor: SCOTT G. ADAMS  
Address: 1101 Vermont Avenue, N.W.  
Suite 400  
Washington, D.C. 20005
- 2. Secured Party: HOME FEDERAL SAVINGS BANK  
Address: P.O. Box 1179  
Hagerstown, Maryland 21741
- 3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

13 38



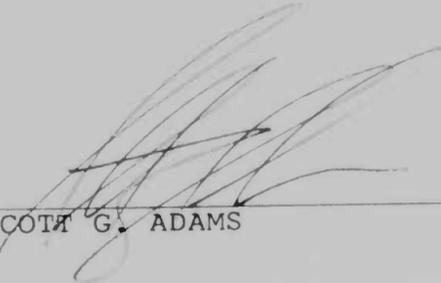
(d) all contract rights of and from the herein described property or any part thereof.

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

  
 \_\_\_\_\_  
 SCOTT G. ADAMS

By   
 \_\_\_\_\_, Vice President

ADAMS#5.198.amp

SCHEDULE "A"  
LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Storage Unit Nos. 58 and 123, and Yard Work Unit No. 129, together with the limited common element boat slip Nos. 58 and 123, and limited common element yard work area No. 129, which boat slips are appurtenant to Storage Unit Nos. 58 and 123, and which yard work area is appurtenant to Yard Work Unit No. 129, as shown on the Plat entitled Whitehall Marina, a Condominium, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, Plat Number E-1055, et seq. and Plat Book E-36, pages 37 and 38 at Plat Numbers E-1787 and E-1788, together with the right to use the General and Limited Common Elements as set out in the Declaration and together with an undivided interest in the common elements, common profits, common expenses, equal to the percentage interest set out in the Declaration but subject to the terms and conditions of the Declaration, which Declaration is dated January 24, 1982, and is recorded among the Land Records of Anne Arundel County in Liber 3539, folio 107 et seq., as amended in Amendment to Declaration recorded among the Land Records of Anne Arundel County, Maryland in Liber 4518, folio 683, and the Assignment of Declarant's Rights recorded among the aforesaid Land Records in Liber 3868, folio 6.

File w/Anne Arundel County

L-1533

181  
T.P.M.

LIBER 524 62

87-1210

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 257852 recorded in  
Liber 488, Folio 136 on August 5, 1985 (Date).

1. DEBTOR(S):

Name(s) "CHAMPS" Davidsonville Liquors, Inc., Thaddeus D. Burgess, Jr., Juanita L. Burgess  
Address(es) 584 W. Central Avenue, Davidsonville, Maryland

2. SECURED PARTY:

Name Charles G. Calvin, Francis W. Calvin, Lawrence M. Brookman, Margaret C. Brookman  
Address 105 East Bay View Drive  
Hillsmere Shores, Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
POSTAGE .50  
401-650-0445 R03 (15:04)  
03/18/89  
AL

9. SIGNATURES.

DAVIDSONVILLS LIQUORS, INC.  
t/a "CHAMPS"

By: Thaddeus D. Burgess, Jr.

Juanita L. Burgess

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

SECURED PARTY

Francis W. Calvin

Rx Charles G. Calvin

Lawrence M. Brookman  
(Express Secretary Title)

Margaret C. Brookman

MAIL TO: Law Offices of  
Houck & McCarron  
3613 St. Barnabas Road  
Suitland, Maryland 210743

ATT. THOMAS P. McCARRON

1050

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 12/2/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PJV, INCORPORATED

Address 584 West Central Avenue - Davidsonville, Maryland 21035

2. SECURED PARTY

Name T.D. BURGESS, JR.

Address 8055 Penn Randall Place, Upper Marlboro, Maryland 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December 1, 2007

4. This financing statement covers the following types (or items) of property: (list)

- Equipment - All new and used equipment owned by Debtor, including that list attached hereto as Exhibit A.
- Inventory - All of the Debtor's stock-in-trade and/or inventory used in connection with Debtor's business.
- Insurance proceeds - any and all right, title and interest in insurance proceeds due and payable in connection with said business.
- Licenses - Any and all licenses held by the Debtor, specifically including the Class D Liquor license.
- Specifically including all additions, replacements, and after acquiring Collateral. Property to be generally located at 584 West Central Avenue, CHECK  THE LINES WHICH APPLY Davidsonville, Md. 21035

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

PJV, INCORPORATED

Type or Print Above Signature on Above Line

BY: *Peter J. Vranas*  
(Signature of Debtor)

PETER J. VRANAS, President

Type or Print Above Signature on Above Line

*T.D. Burgess, Jr.*

(Signature of Secured Party)

T.D. BURGESS, JR.

Type or Print Above Name on Above Line

11.50

To Be Recorded In The Land Records And In The Chattel Records of Baltimore And Anne Arundel Counties And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax Of \$ 594.00, of which \$ ~~\_\_\_\_\_~~ <sup>Maria</sup> Was Paid To ~~The Clerk Of~~ <sup>State</sup> ~~The Circuit Court Of~~ <sup>Deparl</sup> ~~Baltimore County And \$ \_\_\_\_\_~~ <sup>of</sup> ~~Was Paid To The Clerk Of The~~ <sup>Assesse</sup> ~~Circuit Court Of Anne~~ <sup>And</sup> ~~Arundel County In Accordance~~ <sup>Taxation</sup> With The Attached Recordation Tax Certificate.

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

1. DEBTOR: BALCON, INC.  
6210-6211 Rossville Boulevard  
(Pulaski Highway and  
Rossville Boulevard)  
Baltimore, Maryland 21237

and

2630 Conway Road  
Gambrills, Maryland 21113

RECORDED FEE 28.00  
POSTAGE .50  
MAY 13 1988  
13-15-88  
AH

2. SECURED PARTY: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
2 Hopkins Plaza, 5th Floor  
Baltimore, Maryland 21201  
Attention: Marcia T. Sirageldin,  
Assistant Secretary/  
Assistant Treasurer

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General

29.5

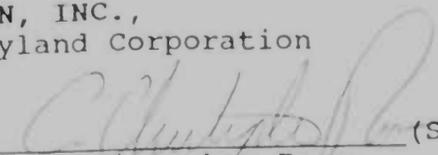
Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;

- (vii) All rights to tax refunds;
  - (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
  - (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
  - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
  - (xi) General Intangibles in the form of goodwill; and
  - (xii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
- 4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
  - 5. Some of the above stated collateral may be affixed to the real property described on Exhibit "A". The record owners of such property are indicated on Exhibit "A".

DEBTOR:

BALCON, INC.,  
A Maryland Corporation

By:  (SEAL)  
C. Christopher Ross,  
President

Date: March 4, 1988

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Patrick Ash  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (JMS) 7022

JMS:DIR  
B7022.FS

EXHIBIT "A"

Real Property Description

Anne Arundel County

Description of Parcel to be Leased  
Balcon Inc.

BEGINNING for the same at a point on the North side of the widening strip along Conway Road as shown on the plat attached hereto entitled Lease Plat Land to be Leased by Balcon, Inc., said point being referenced North 14 50' 52" East 25.01 feet and South 73 18' 17" East 420.00 feet from a concrete monument found at the beginning of the first or South 68 07' 30" East 480.57 feet line of that parcel of land which by deed dated October 21, 1969 and recorded among the land records of Anne Arundel County, Maryland in Liber MSH 2311 Folio 290 was granted and conveyed by Continental Holding Company to J. Howard Wheeler and Marjorie May Wheeler, his wife, thence leaving said widening strip and running through the parcel of land described in the deed mentioned hereinabove the following courses and distances

- 1) North 14 52' 14" east 398.69 feet
- 2) North 41 23' 10" West 134.62 feet
- 3) North 18 22' 07" East 272.90 feet
- 4) South 83 05' 20" East 166.21 feet
- 5) South 40 38' 45" East 139.70 feet
- 6) South 61 21' 15" East 258.66 feet
- 7) North 84 14' 23" East 238.41 feet
- 8) South 72 18' 33" East 132.00 feet
- 9) South 19 25' 06" West 740.72 feet to a point on the abovementioned widening strip along Conway Road thence running with and binding on said widening strip (10) North 72 24' 04" West 516.00 feet
- 11) 155.29 feet along the arc of a curve to the left having a radius of 9846.41 feet and a chord of North 72 51' 10" West 155.28 feet (12) North 73 18' 17" West 61.38 feet to the place of beginning, containing 13.088 acres of land as shown on the attached plat prepared by Ronald W. Johnson Associates, Inc. dated September, 1987.

BEING part of the lands conveyed by Agnes M. Ross and Joseph Darwin Ross, executors for the estate of C. Boyd Ross to Agnes M. Ross, J. Darwin Ross and Twila Louise Bilger by deed dated January 2, 1966, and recorded among the land records of Anne Arundel County in Liber MSH 2047 Folio 521 and part of the lands conveyed by Marjorie May Wheeler to Marjorie May Wheeler dated January 16, 1975 and recorded among the land records of Anne Arundel County in Liber WGL 2734, Folio 821.

Record Owner:

WOODRIDGE CORPORATION

EXHIBIT "A"

Real Property Description

Baltimore County

All those lots of ground located in the Fifteenth Election District of Baltimore County, Maryland and described as those two lots of ground first and secondly described in a certain Deed and Assignment dated June 1, 1959 between the Marietta Concrete Corporation and American-Marietta Company recorded among the Land Records of Baltimore County in Liber W.J.R. 3541, folio 431, in fee simple.

Record Owner: J. Darwin Ross and  
Twila-Louese Bilger

TO: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

BOOK 524 PAGE 70

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of Balcon, Inc. ("Debtor") show the following values for property which secures a total debt of

\$1,200,000.00 (A)	to Mercantile-Safe Deposit and Trust Company
\$ <u>2,193,221.00</u> (X)	Value of inventory, contract rights and other exempt property
\$ <u>2,580,877.00</u> (Y)	Total value of all property covered by financing statement

(X) divided by (Y) = 84.97% (B)

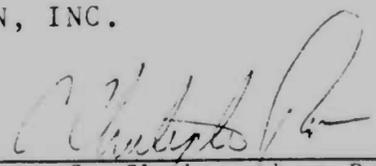
Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 1,200,000.00 (A) x .85 (B) % = 1,020,000.00 (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith is \$ 180,000.00.

( \$ 1,200,000.00 - \$ 1,020,000.00 )

BALCON, INC.

By:  (SEAL)  
Name: C. Christopher Ross  
Title: President

Date: March 4, 1988

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 271031

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 3/1/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - LESSEE

Name HORNE CHIROPRACTIC CENTER, P.A.

Address 4143 MOUNTAIN ROAD - PASADENA, MD 21122

2. SECURED PARTY - LESSOR

Name ALAN G. DAY CORPORATION

Address P.O. BOX 103

LUTHERVILLE, MD 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 INTELECT 775- S/N 1110 INTERFERENTIAL UNIT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RECORD FEE 17.00  
POSTAGE .50  
M16470 0777 R03 118:55  
03/09/88  
AH

HORNE CHIROPRACTIC CENTER, P.A.

(Corporate or Trade Name)

*Eric S. Horne, DC*  
(Signature of Debtor)

ERIC S. HORNE, DC  
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

ALAN G. DAY CORPORATION

*Jennifer G. Day*  
(Signature of Secured Party)

JENNIFER G. DAY

Type or Print Above Signature on Above Line

1150

271035

BOOK 524 PAGE 72

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and  
Address(es)

Secured Party  
NAME AVCO FINANCIAL SERVICES  
ADDRESS PO BOX 635  
LATHAM MD 20700  
CITY & STATE

FILING OFFICER NOTICE:  
PLEASE MAIL ACKNOWLEDG-  
MENT COPY TO SECURED  
PARTY WHOSE ADDRESS IS  
SHOWN TO THE LEFT

DEBTOR(S) (AND ADDRESSES)  
ROY FENNIS

DATE OF THIS  
FINANCING STATEMENT  
03-04-88

2 ICHINCE RD

ACCOUNT NO. TAB

ANNAPOLIS MD

21401

962504613 9702

Filed with: ANNE ARUNDEL CTY

This Financing Statement covers the following types (or items) of property. Proceeds and Products of the collateral are also covered.  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
87	DODGE	2DR		1B36A4P61A18544		6

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMED PERSONAL PROPERTY"

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50  
MUNICIPALITY 126.50

03-04-88

AH

UNDERLYING TRANSACTION  IS  IS NOT  IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81,  
SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.  
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS  
\$ 1223.33

BY [Signature] (SECURED PARTY) [Signature] DEBTOR  
ROY FENNIS  
BY [Signature] TITLE DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1255 (5-81)

11.50  
10.50  
50

DECLARATION STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) Name(s) and Address(es)

4. To Filing Officer (Date, Time, No. Filing Office)

BARRON CHARLES C.  
LOT 12 PD BOX 295 SELLNER RD  
JESSUP MD 20794

CHESAPEAKE MOBILE HOMES, INC.  
P.O. BOX 288  
MILLERSVILLE, MD 21108

RECORD FEE 11.00  
POSTAGE .50  
\$27,300.00 FEE NOT PAID

5. This Filing Statement covers the following types of items of property

1988 HOLLY PARK FORESTRAM 14 x 70  
SERIAL # 10802 AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERE TO:

INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. Provisions of the Collateral are also covered.

6. Describe Real Estate Item

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

6. Assignment of Secured Party and Address(es)

GREEN TREE ACCEPTANCE, INC.  
2200 DRIFT HOLE AVENUE SUITE 2  
MILLERSVILLE, MD 21108

- The described crops are growing or to be grown on \*
  - The described goods are or are to be affixed to \*
  - The lumber to be cut or minerals of the like (including oil and gas) is on \*
- \*Describe Real Estate in Item 8.

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
- which is proceeds of the original Collateral described above at which a security interest was perfected, or
  - acquired after a change of name, identity or corporate structure of the Debtor, or
  - as to which the filing has been or already subject to a security interest in another jurisdiction, or
  - when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
- Consignee(s) and Consignor(s) or
  - Lessee(s) and Lessor(s)

BARRON CHARLES C.

*Charles Barron*

CHESAPEAKE MOBILE HOMES, INC.

*DC David Agent*

By \_\_\_\_\_ Signature(s) of Debtor(s)

By \_\_\_\_\_ Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Annapolis Message Center  
238 West Street  
Annapolis, MD

2. Secured Party(ies) and address(es)  
Minnesco Division  
3M Business Products Sales Inc  
Springfield, VA

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORDED FEE 10.00  
POSTAGE .50  
MAY 13 1979  
13 OF 35  
AT

# Illegible, Liber 398, Folio 535  
4. This statement refers to original Financing Statement bearing File No. \_\_\_\_\_  
Filed with Anne Arundel County Date Filed 02/26/79 19\_\_

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Minnesco Division  
3M Business Products Sales Inc

By: Carol J. Ott  
Signature(s) of Secured Party(ies)

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3  
10.50

STATE OF MARYLAND  
3004 524 PAGE 75  
FORM UCC-1  
FINANCING STATEMENT

105  
271033

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIDEWATER MORTGAGE COMPANY  
Address 300 Hospital Drive, Suite 223, Glen Burnie, MD 21061

2. SECURED PARTY

Name MAROX LEASING COMPANY  
Address 31 Pickburn Court  
Cockeysville, MD 21030  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Sharp F0210 Fascimile Machine

#7014400X

Name and address of Assignee

RECORDING FEE 11.00

MORTGAGE 2.50

NOTARIAL FEE 10.00

03/09/82

AH

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Marlene A. Young, PRES  
(Signature of Debtor)

MARLENE A. YOUNG  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

U.S.O

Louise E. Neutze  
(Signature of Secured Party)

Louise E. Neutze, Pres.  
Type or Print Above Signature on Above Line

271939

FINANCING STATEMENT

BOOK 524 PAGE 76

- 1  To be recorded in the Land Records
- 2  To be recorded among the Financing Statement Records
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 65,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

Anne Arundel County

5 Debtor(s) Name(s) Address(es)  
 Severna Park Tune & Lube, Inc. 8201 Ritchie Highway  
 Pasadena, MD 21122

RECORD FEE 12.00  
 RECORD TAX 455.00  
 SURTAGE .50  
 RECORDING STATE NO 122483

6 Secured Party Address  
 First Federal Savings & Loan Association of Annapolis 1832 George Ave.  
 Annapolis, MD 21401  
 Attention Gayle Haines, Loan Processor  
 (Type name & Title)

12/19/88  
 AH

7. This Financing Statement covers the following property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

C. General Intangibles. All of the general intangibles of each Debtor (including without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors  
 Severna Park Tune & Lube, Inc. (Seal) \_\_\_\_\_ (Seal)  
 BY: *Thomas Howell* (Seal) \_\_\_\_\_ (Seal)  
 Thomas Howell, President

Mr. Clerk. Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

11 455 .50

500- 524 PAGE 77

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 22928

RECORDED IN LIBER 418 FOLIO 70 ON Dec. 2, 1979 (DATE)

1. DEBTOR

Name Thomas Watson (Watson, Thomas & Sons)  
Address PO Box 98 Greensboro MD. 21638

2. SECURED PARTY

Name Massay Ferguson  
Address PO Box 10357 Des Moines IA 50306

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p><u>Termination</u></p>
	<p>RECORD FEE 10.00 POSTAGE .50 HOYT200 077 RUB 112:00 03/09/88 AH</p>	
	<p>40-19761-8080063</p>	

Dated March 2, 1988

Leslie Wheatley, Sec. Clerk  
(Signature of Secured Party)

Leslie Wheatley  
Type or Print Above Name on Above Line

10.00 .50

FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_  
 2.  To Be Recorded among the Financing Records at Anne Arundel County  
 3.  Not subject to Recordation Tax  
 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 145,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Wolford's Well and Pump Service, Inc. Address(es) 4429 Mountain Road  
Pasadena, Maryland 21122

6. Secured Party Maryland National Bank Address: Department ACCU  
Attention: L. Edwards Post Office Box 887, Mailstop 500-501  
Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

1-Failing Model CF-15 Combination Drilling Unit Shop No. 907012 consisting of: 1) Drill Unit 2) Operating Equipment and 3) Truck Chasis '87 Internat'l Model F-1954 (Serial #1HTLKDCR7HH519586)

Debtor: Wolford's Well & Pump Service, Inc. Secured Party Maryland National Bank

By: Peggy A. Wolford (Seal)  
 Type name and title, if any

By: Elaine J. Stevens (Seal)  
 Type name and title

By: Peggy A. Wolford, Sec./Treas. (Seal)  
 Type name and title, if any

Elaine J. Stevens, Sr Branch Officer/  
Manager

MARYLAND NATIONAL BANK

RECORD FEE 11.00

RECORD TAX 1015.00

POSTAGE .50

#077210 0777 403 112:02

AH 03/09/88

11-1015.50

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: January 15, 1988

( ) Not Subject to Recordation Tax

(X) Subject to Recordation Tax of \$ 259.00  
Taxable Amount of Debt \$ 37,000.00

NAME OF DEBTOR (S): Truffles Restaurant, Inc.

ADDRESS: 50 West Street  
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00  
RECORD TAX 259.00  
POSTAGE .50  
-077300-0177 BOX 112-12  
03/09/88  
AH

DEBTOR(S):  
Truffles Restaurant, Inc.  
(Company Name)

BY: Michelle C. Anderson  
Michelle Anderson, President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]  
(Authorized Signature)

Paul R. O'Connell, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11-  
259.00  
.50



STATE OF MARYLAND

271013

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name N. Greenwald, Inc.

Address 2411 Crofton Lane Crofton, Maryland 21114

2. SECURED PARTY

Name John C. Louis, Inc.

Address 1805 Cherry Hill Road Baltimore, MD 21203

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

N. Greenwald, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE

8000 524 PAGE 82

TO: John C. Louis, Inc. FROM: N. Greenwald, Inc.
1805 Cherry Hill Rd., Baltimore, Md. 21203 2411 Crofton Ln., Crofton, MD. 21114

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) New Power Curber Model 5700 Slipform Paver S/N 570288151

\*except that there shall be no payments during the months of February and March of the years 1989, 1990 and 1991.

(1) TIME SALES PRICE \$ 97,576.00
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 8,500.00
(4) CONTRACT PRICE (Time Balance) \$ 89,076.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 2411 Crofton Ln., Crofton, Maryland

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty nine thousand seventy six and 00/100 Dollars (\$ 89,076.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 40 monthly installments, commencing on the 1st day of April, 1988, and continuing on the same date each month thereafter until paid; the first 39 installments each being in the amount of \$ 2,226.90 and the final installment being in the amount of \$ 2,226.90

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: March 1, 19 88

Accepted John C. Louis, Inc. (SEAL)

N. Greenwald, Inc. (SEAL)

By: [Signature] - Trans

By: [Signature] JS
Co-Buyer-Maker: N. Greenwald, V.P.

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

2

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____	_____ (SEAL) (Corporate, Partnership or Trade Name or Individual Signature)	} Signature of Seller
_____ (Witness)	By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")	

52A PAGE 83 5003

ASSIGNMENT

BOOK 524 PAGE 84

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated JULY 1, 1980

between John G. Louis, Inc., as Seller/Lessor/Mortgagee

and N. Greenwald, Inc., 2411 Crofton Ln., Crofton, Maryland 21114  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage. No representations, warranties or inducements not contained in the contract have been made or given. It reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property. It and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed. All data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to sign the contract. It is and will be enforceable against all parties thereto in accordance with its terms. We have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper. It has been properly and timely filed or recorded. The Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to use and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined herein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 89,076.00  
 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1 day of JULY 1980

John G. Louis, Inc.  
(Seller/Lessor/Mortgagee)  
 By Joseph H. Chynally - Treas

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATE OF MARYLAND

BOOK 524 PAGE 85

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256871

RECORDED IN LIBER 485 FOLIO 505 ON May 28, 1985 (DATE)

1. DEBTOR

Name SEDS, Inc. (t/a Jerry's Sub Shop)

Address 1634 Annapolis Road, Odenton, MD 21113

2. SECURED PARTY

Name ALLIED LENDING CORPORATION

Address 1625 Eye Street, N.W., Washington, D.C. 20006

Suite #901

Attn: Leah McElrath, ALLIED LENDING CORPORATION, 1666 K St. NW, Wash, DC 20006  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input checked="" type="checkbox"/> XXX</p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Assigned without recourse the U.S. Small Business Administration Baltimore District Office 630 Oxford Building 8600 La Salle Road Towson, Maryland 21204</p>	

ALLIED LENDING CORPORATION

Dated \_\_\_\_\_

*David Parker* Asst Sec  
 (Signature of Secured Party)  
 BY DAVID PARKER, Asst Sec'y  
 Type or Print Above Name on Above Line

10550

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

MARYLAND FINANCING STATEMENT

UCC-1

BOOK 524 PAGE 86

271015

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Gary D. Rankin T/A Chesapeake Graphic Impressions  
(Name or Names)  
111 N. Langley Road, Glen Burnie, MD 21061  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8767 Satyr Hill Road, Baltimore, Md 21234  
(Address)

3. ASSIGNEE (if any)  
 of SECURED PARTY: Perpetual Savings Bank, FSB  
(Name or Names)  
250 W. Pratt St., Suite 950, Baltimore, MD 21201  
(Address)

4. This Financing Statement covers the following types (or items) of property:

- One - 1985 Hamada Two Color Offset Press, Model 880 DX, S/N HE3103
- One - 1986 O&M Folder, 18 x 24, 3 Fold Parallel with Right Angle Section  
S/N 8286 S/N 12866

RECORD FEE 12.00  
 POSTAGE .50  
 WITH-50 COPY FEE 11.00  
 10/19/88  
 AH

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Gary D. Rankin T/A Chesapeake  
Graphic Impressions  
 By: \_\_\_\_\_  
(Title)  
Gary D. Rankin  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corp  
 By: \_\_\_\_\_  
(Title)  
Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
 \_\_\_\_\_  
(Type or print name of person signing)

Return To: Secured Party

12-50

FINANCING STATEMENT

Anne Arundel Co., MD  
 File No.

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)                  CARDINAL INDUSTRIES, INC.                  .333 South Hammonds Ferry Road                  Glen Burnie, Maryland 21061</p> <p>2040 South Hamilton Road                  Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address                  EQUITABLE BANK, N.A.                  100 South Charles Street                  Baltimore, Maryland 21201</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 15.00  
 POSTAGE .50  
 MD/7440 OTT/803 TID/32  
 03/19/88

(Cont'd)

AH

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: 2

6. This transaction (is) (~~is not~~) exempt from the recordation tax  
 Principal amount of debt initially incurred is: N/A

7. RETURN TO: Weinberg and Green ( KGG )  
 100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:  
CARDINAL INDUSTRIES, INC.  
(Type Name)

By: Joseph V. Collins  
 Joseph V. Collins  
 Assistant Secretary  
(Type Name and Title of Person Signing)

March 13, 19 88  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

1350

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

The Dogwood Creek Apartments  
of Greensboro  
A Limited Partnership

Finished building components consisting of 129 units:

70(seventy) 1-bedroom	S/N 4325-4327,4331-4333,4335-4337,4339-4341,4346,4347, 4349-4341,4353,4354,4356,4357,4359,4360,4362-4364, 4366-4368,4370,4371,4376-4378,4386,4387,4389,4390, 4392,4393,4400,4401,4403,4404,4406,4407,4412,4413, 4418,4419,4421,4422,4424,4425,4427,4428,4430,4433, 4434,4436-4438,4440,4441,4443,4444,4446,4447,4449, 4450.
13(thirteen) 1-bedroom tolliver	S/N 4343,4344,4380-4382,4395,4396,4409,4410,4415,4416, 4431,4452.
7(seven) 1-bedroom B.F.	S/N 4328,4329,4372,4330,4373,4374,4375.
7(seven) 2-bedroom	S/N 4383-4385,4397-4399,4420
19(nineteen) Studio	S/N 4345,4361,4402,4405,4408,4411,4414,4417,4445,4448, 4451.
1(one) Laundry	S/N 4379
1(one) Mngr's Apt. w/den	S/N 4453

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court \_\_\_\_\_  
Anne Arundel County

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Cascade Corporation, T/A The Boat House  
 7090 Furnace Branch Road

6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_  
 Equitable Bank, National Association  
 Attention: Anna T. Dellape \_\_\_\_\_ 100 S. Charles Street., Baltimore, Md. 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
Jefferson J. Springston (Seal) \_\_\_\_\_ (Seal)  
 Cascade Corp. T/A The Boat House  
Jefferson J. Springston, President (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Equitable Bank, National Association  
 BY: Anna T. Dellape  
 Anna T. Dellape

12.50

**SCHEDULE A**

Cascade Corporation T/A The Boat House

1988 Hostar HPT 3100M Hydraulic Trailer Serial #

BOOK 524 PAGE 91

STATE OF MARYLAND

BOOK 524 PAGE 92

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266706

RECORDED IN LIBER 510 FOLIO 4 ON 6/30/87 (DATE)

1. DEBTOR

Name Certified Builders Supply, Inc.
Address 717C Hammonds Ferry Rd. Lithicum, Maryland 21090

2. SECURED PARTY

Name Pittsburgh National Bank
Address 5810 Forbes Avenue Pittsburgh, Pa. 15217

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50

CHECK [ ] FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: terminate. Includes checkboxes and descriptive text for each option.

Dated March 1, 1988

Handwritten signature of Pierce A. Elder, Jr. with the text '(Signature of Secured Party)' below it.

Pierce A. Elder, Jr.
Type or Print Above Name on Above Line

Handwritten number 15.00

RETURN TO:  
FEDERAL TITLE CORP.  
Suite 502  
401 Washington Ave  
Towson, MD 21284

MARYLAND NATIONAL BANK

271919

# FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 325,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) 821 Benfield Associates Address(es) 820 Ritchie Highway  
Severna Park, Maryland 21146

Phillip L. Rausenberger  
Patricia Rausenberger  
John Rausenberger 2nd

RECORDING FEE 26.00  
POSTAGE .50  
\$374573 271919 212840

6 Secured Party  
MARYLAND NATIONAL BANK  
Attention Charles S. Fitzgerald  
REIG

Address: Real Estate and Mortgage Division  
10 Bright Street P.O. Box 871  
First Floor Annapolis, Md. 21404  
Baltimore, Maryland 21202

03 JAN 85  
AA

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated \_\_\_\_\_, 19\_\_\_\_ from Debtor(s) to Stephen F. Beckenholdt and Joseph A. Hilseberg Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created

Debtor(s):  
821 Benfield Associates

BY: Joseph DiRenzo, General Partner (Seal)

BY: William F. Jones, General Partner (Seal)

Phillip L. Rausenberger (SEAL)

Patricia Rausenberger (SEAL)

John Rausenberger 2nd (Seal)

Secured Party  
MARYLAND NATIONAL BANK

By: Charles S. Fitzgerald (SEAL)  
Vice President  
Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

16150

SCHEDULE A

BOOK 524 PAGE 94

BEING KNOWN AND DESIGNATED as Lot Nos. 7, 9 and 11, Benfield Road, as shown on the Plat of "Ben Oaks on the Severn", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 7 and 8. The improvements being known as 821 and 823 Benfield Road.

500 524 PAGE 95

271950

The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented 1 The Debtor is a transmitting utility.

1 Debtor(s) (Last Name, First and Address(es))  
Capelco Leasing Corporation  
One MEDIQ Plaza  
Pennsauken, New Jersey 08110

2 Secured Party(ies) Name(s) and Address(es)  
Fidelity Bank, N.A., Broad &  
Walnut Sts., Phila., PA 19109  
Attn: J.F. Cullinan Agent/  
Secured Party for Banks under  
2/24/86 Security Agreement

4 Filing Office (Date, Time, No. Filing Office)  
RECORDED FEE 11.00  
NOTARIAL FEE SEE BELOW  
07/26/88  
AM

5 This Financing Statement covers the following type(s) of property:  
Equipment Location: Michaelson, Krause, Ferris, and  
Newell, P.A.; 80 West Street Suite 110; Annapolis,  
Maryland 21401  
Vendor: First Data Systems  
IBM Computer System

6 Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered. Lease No. 00-3799-0

7 The described goods will growing all to be owned by the Debtor(s) or will be owned by the Debtor(s) to be put in custody of the Debtor(s) (including an and put it on) (Describe Real Estate in Item 8)

8 Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records. 9 Name of a Record Owner  
this is a conditional sales contract  
and is not subject to recordation tax.

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this state, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

By [Signature] Capelco Leasing Corporation  
Doris A. Erdman, Asst. Secretary

By [Signature] Fidelity Bank, N.A.  
John F. Cullinan, Vice President  
(Required only if item 10 is checked)

271051

The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

1. Debtor(s) (Last Name, First and Address(es))

2. Secured Party(ies) Name(s) and Address(es)

3.  The Debtor is a transmitting utility.

4. For Filing Officer: Date, Time, Fee, Filing Office

Michaelson, Krause, Ferris and Newell, P.A.  
215 Main Street  
Annapolis, MD 21404

COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

REGISTRATION FEE 11.00

5. This Financing Statement covers the following type(s) of item(s) of property:

Vendor: First Data Systems  
IBM Computer System

Equipment Location: 80 West Street Suite 110; Annapolis Maryland 21401

6. Assignee(s) of Secured Party(ies) and Address(es)

Fidelity Bank, N.A. Broad & Walnut Sts., Phila PA 19109  
Attn: J.F. Cullinan, Agent/  
secured party for banks under  
2/24/86 Security Agreement

Products of the Collateral are also covered LEASE NO. 00-3799-0

8. Describe Real Estate Here

this is a conditional sales contract and is not subject to recapture tax.

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity, or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction,  
 when the Collateral was brought into this state, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, identify Debtor(s) and Secured Party(ies) that respectively mean:  
 Consignee(s) and Consignor(s); or  
 Lessor(s) and Lessee(s).

Michaelson, Krause, Ferris and Newell, P.A.

By Benjamin Michaelson, Jr. President

COPELCO LEASING CORPORATION

By DORIS A. ERDMAN Ass't. Secty.

(5/83)

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

(1) FILING OFFICER COPY - NUMERICAL

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
PLEASANT PLAINS TURF FARM  
1829 PLEASANT PLNS RD  
ANNAPOLIS MD 21401  
213342241 AG

2 SECURED PARTY(IES) and ADDRESS(ES)  
JOHN DEERE COMPANY  
P. O. BOX 2000  
WEST DES MOINES IA 50266  
FORMERLY: JOHN DEERE COMPANY  
COLLMELS, OH

3 MATURITY DATE  
(If Any) 18JUL88  
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 202809  
EK 500 FC 173 Date Filed 18JUL88

Filed with ANNE ARUNDEL MD

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9  RELEASE - Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10 \_\_\_\_\_

Number of Additional Sheets Presented

02NAREE

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By \_\_\_\_\_  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC 3

FILING OFFICER COPY - ALPHABETICAL

CLERK OF CIRCUIT CRT  
& UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

REGISTRATION FEE 10.00  
POSTAGE .50  
RECEIVED DATE AND TIME  
JUL 18 1988  
JAH

DEERE CREDIT SERVICES INC.

*[Signature]*  
MANAGER OF PROCESSING

Manager, Processing  
John Deere Company

STATE OF MARYLAND

BOOK 524 PAGE 98

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269122

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 8/17/87 (DATE)

1. DEBTOR

Name Marine Unlimited, Inc.

Address 4079 Cadle Creek Road P.O. Box 306 Mayo, MD. 21106  
or: 4943 Hine Drive Shadeyville, MD. 20764

2. SECURED PARTY

Name Atlantic Financial Federal

Address 2401 Walnut Street Philadelphia, PA 19103

RECORDED FEE 10.00

POSTAGE .50

NOTED BY REC. 10:38

13/09/88

HH

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Yegen Marine Mack Centre Drive Paramus, NJ 07652

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: amendment   
(Indicate whether amendment, termination, etc.)

Please add the following address for Marine Unlimited  
4943 Hine Drive Shadeyville, MD 20764

Dated 2/25/88

*Jose Bernhardt A/P*  
(Signature of Secured Party)

Atlantic Financial Federal  
Type or Print Above Name on Above Line

10-50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 2/25/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marine Unlimited, Inc.  
 Address 4943 Hine Drive Shadeyville, MD. 20764

2. SECURED PARTY

Name Atlantic Financial Federal  
 Address 2401 Walnut Street Philadelphia, PA

RECORDING FEE 11.00  
 POSTAGE .50  
 401746 1/17 2013 11:41 AM  
 02/26/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
 Yegen Marine Mack Centre Drive Paramus, NJ 07652

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1969 Hatteras 53'  
 with Twin 350 HP GM 8V1N engines  
 Hull # 53-MY-301  
 Called "LORENZO"  
 and all attached equipment

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)  
 Marine Unlimited, Inc.  
 Type or Print Above Name on Above Line  
 (Signature of Debtor)  
 Type or Print Above Signature on Above Line

(Signature of Secured Party)  
 Atlantic Financial Federal  
 Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1 871055

BOOK 524 PAGE 100

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 2/9/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name F & M Distributors, Inc.  
Address 25800 Sherwood, Warren, Michigan 48091

2. SECURED PARTY

Name National Bank of Detroit  
Address 611 Woodward Avenue, Detroit, Michigan 48226

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Bernadette M. Dennehy, 800 First National Bldg., Detroit, Michigan 48226

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

As set forth in Exhibits A and B attached hereto.

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 17.00  
POSTAGE .50  
NOTED BY 803 114:05  
03/19/88

Filed with Anne Arundel County Clerk of Circuit Court.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

By: [Signature]  
(Signature of Debtor)  
F & M DISTRIBUTORS, INC.  
Type or Print Above Name on Above Line  
FRANK JERNYK - SECRETARY TREAS.  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

By: \_\_\_\_\_  
(Signature of Secured Party)  
NATIONAL BANK OF DETROIT  
Type or Print Above Signature on Above Line  
TTSD

EXHIBIT A  
TO FINANCING STATEMENT  
OF F & M DISTRIBUTORS, INC.

All of the following described property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of the Debtor's present and future accounts, instruments, chattel paper and general intangibles, including, but without limitation, all accounts receivable, all monies and claims for money due or to become due to the Debtor arising out of or relating to the sales of goods by the Debtor in the ordinary course, all advertising cooperative receivables, all damage credits and all coupon reimbursements but excluding the following general intangibles: shares of stock; partnership interests; beneficial interests in trusts; leasehold interests; goodwill; intellectual property including trademarks, copyrights and patents; tax rebates or refunds; licenses and permits; contracts for the sale or assignment of real estate; choses in action, awards and judgments not arising from or relating to accounts receivable or Affiliate Indebtedness (as hereinafter defined); and contract rights unrelated to the sale of inventory or the collection of accounts receivable or Affiliate Indebtedness;

(b) That certain promissory note of Talon Inc., payable to the order of the Debtor, dated April 30, 1987, and any promissory note of Talon Inc., delivered to the Debtor in exchange or substitution therefor;

(c) All promissory notes and other evidence of indebtedness payable to the Debtor by any Affiliate (as hereinafter defined) of the Debtor or any shareholders of any Affiliate of the Debtor (the promissory notes described in clauses (b) and (c) hereof collectively referred to as "Affiliate Notes");

(d) All of the Debtor's inventory of every type, wherever located (including without limitation those locations listed on Exhibit B attached hereto) including but not limited to raw materials, work in process, finished goods, returned goods and all inventory that is available for leasing or leased to others by the Debtor;

(e) All books and records of the Debtor related in any way to the Collateral described in clauses (a), (b), (c) and (d) above;

(f) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(g) All products and all proceeds of any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Bank is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

For purposes of this Security Agreement, the term "Affiliate Indebtedness" shall mean all loans and advances from the Company to any Affiliate or any shareholder of any Affiliate, less the indebtedness of the

Company to certain shareholders of the Company as set forth on Annex III of the Security Agreement of F & M Distributors, Inc., which indebtedness shall not at any time exceed \$2,500,000 in aggregate amount.

For purposes of this Security Agreement, the term "Affiliate", when used with respect to any person, shall mean any person which, directly or indirectly, controls or is controlled by or is under common control with such person. For purposes of this definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), with respect to any person, shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or by contract or otherwise.

EXHIBIT B

BODY 524 PAGE 103

MARYLAND STORES

<u>Store No.</u>	<u>Address</u>
61	1403 Merritt Blvd. Dundalk, Maryland
62	7317 N. Ritchie Hwy. Glen Burnie Shopping Plaza Glen Burnie, Maryland
63	801 Goucher Blvd. Towson, Maryland
64	6501 Baltimore National Pike Bradlees Shopping Center Catonsville, Maryland
65	150 Jennifer Road Annapolis Plaza Annapolis, Maryland

CAC/SECY/99999/AQ0/1

500 524 PAGE 104

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 271956

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fisher, James D. T/A Fisher Enterprises  
Address 8367 Baltimore Annapolis Blvd. Pasadena, Md 21122

2. SECURED PARTY

Name Stephen T. Freeman T/A Southern States Screening  
Address 7428 Grove Lane Frederick, MD 21701  
Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00  
POSTAGE .50  
NOTARY 1.00  
TOTAL 13.50  
12/29/88

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached enclose Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

James D. Fisher T/A Fisher Enterprises  
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line  
LARRY F. KIMMEL, ADMIN. V.P.

1850

CONDITIONAL SALE CONTRACT NOTE

TO: Stephen T. Freeman T/A Southern States Screening FROM: James D. Fisher T/A Fisher Enterprises
7428 Grove Lane Frederick, MD 21701 8367 Baltimore Annapolis Blvd. Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) New Finley Model 524 Stacking Conveyor, S/N 21187

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE, DOWN PAYMENT in Cash, DOWN PAYMENT in Goods, UNPAID BALANCE, INSURANCE, OFFICIAL or DOCUMENTARY FEES, PRINCIPAL UNPAID BALANCE, FINANCE CHARGE, CONTRACT PRICE, and TIME SALES PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Maryland, 8367 Baltimore Annapolis Blvd., Pasadena, Anne Arundel

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixteen thousand eight hundred forty one and 28/100

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 3rd day of April, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 350.86 and the final installment being in the amount of \$ 350.86

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, or collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: 12/1/88
Accepted: Stephen T. Freeman T/A Southern States Screening (SEAL)
By: Stephen T. Freeman (Witness as to Buyer's and Co-Maker's Signature)
James D. Fisher T/A Fisher Enterprises (SEAL)
By: James D. Fisher (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

\*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Time is of the essence of this contract note. If Buyer fails to pay any amount, when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, embezzlement, or misappropriation, then Holder may, without notice or demand, repossess the property and declare the entire unpaid balance hereunder together with interest, collection and late charges attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) cover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (3) retain collateral and all payments made hereunder, or (4) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right to Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (5) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (6) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon.

Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all imprisonment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. A part of the consideration for Seller entering into this contract, Buyer and any guarantor signing below, hereby, discount and assign to Stuart B. Glazer, New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and legal to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)	_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.) _____ (L.S.)	_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereon named ("Buyer") of any sum at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glazer, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and legal to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks, or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other addressee on the contract and repossess and sell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or note endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine, and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been fully delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, state and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording of records thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or ineffectiveness thereof, whether through Assignee's failure, neglect or for any reason, and such omission or ineffectiveness shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller, Seller expressly represents and warrants that the contract arose out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer, seller will not advance, give, or loan to Buyer, directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____	_____ (SEAL) (Corporate, Partnership or Trade Name or Individual Signature)	} Signature of Seller
By: _____	(Signature, Title of Officer, "Partner" or "Proprietor")	
(Witness)		

INITIAL  
HERE

INITIAL  
HERE

INITIAL  
HERE

524 PAGE 106

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 1, 1988

between Stephen T. Freeman T/A Southern States Screening as Seller/Lessor/Mortgagee and James D. Fisher T/A Fisher Enterprises 8367 Baltimore Annapolis Blvd. Pasadena, Md 21122 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage. No representations, warranties or inducements not contained in the contract have been made or given. It reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property. It and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed. All data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract. It is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper. It has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to use and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined herein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 16,841.28 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of MAY 19 88

Stephen T. Freeman T/A Southern States Screening  
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)



271353

BOOK 524 PAGE 109

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497

Page No. 87

Identification No. 261376

Dated April 21, 1986

1. Debtor(s) Elmer C. and Betty B. King  
Name or Names—Print or Type  
123 Otis Drive, Severn, (A. A. Co.), MD 21144  
Address—Street No. City—County State Zip Code

MAIL TO: 2. Secured Party Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No. City—County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 15.00  
POSTAGE .50  
NOTES CITY MD 21144  
03/05/88  
AH

MAR. 03 1988

Dated: \_\_\_\_\_

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1330

A.A.C.  
1988

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 155 Page No. 297  
Identification No. 244773 Dated October 26, 1982

1. Debtor(s) { Jerome P. and Judith M. Style  
Name or Names—Print or Type  
8106 Main Creek Drive, Pasadena, (A.A.CO.), MD 21122  
Address—Street No., City-County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City-County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

RECORD FEE 15.00  
POSTAGE .30  
0077860 0777 003 114:13  
03/09/88  
AH

Dated: MAR. 03 1988  
Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

13.80

AAC  
1350

# FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_

To Be Recorded in Land Records (For Fixtures only).

**Name of Debtor**  
 Edward Thomas Warren  
 8046 Forest Glen Drive  
 Pasadena, MD 21122

**Address**  
 Peninsula Bank  
 PO Box 219  
 Princess Anne, MD 21853

RECORD FEE 11.00  
 NOTED CITY REC 11414  
 13/09/88

SECURED PARTY Carson's Marine, Inc.  
 (Dealer's Name)

Main Street, Box 41, Crisfield, MD 21817  
 (Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY: PENINSULA BANK, Princess Anne, Maryland

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No	Motor No.	Model No.	Year
Conquest Boat		KNJ00254L788		175BR	88
Cox	Trailer	#1054700		CS1900G	88

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds { of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Dated this 19th day of February, 1988

Edward Thomas Warren Debtor  
 Edward Thomas Warren Signs

SECURED PARTY

L.R. Carson, III Debtor  
 L.R. Carson, III Signs

100  
 Type or print names under signatures

STATE OF MARYLAND

271901

FINANCING STATEMENT FORM 524 PAGE 112 Identifying File No. 5014

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Swartz Construction Co., Inc.

Address 2907 Southaven Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.

Address 6925-P Oakland Mills Road, Columbia, Maryland 21045

RECORD FEE 11.00

POSTAGE .50

RECEIVED 11/14/89

11/14/89

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 2, 1989

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Trillium Panther KSU 612 with Five (5) 6 Line Standard Telephone Sets
- One (1) Attendant - 6 Line Telephone Surge Unit, SNs'. - 9001661B871000145A
- One (1) Surge Suppressor
- One (1) Power Failure Jack

Name and address of Assignee

CONDITIONAL SALES CONTRACT

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Swartz Construction Co., Inc.

X [Signature]  
(Signature of Debtor)

William A. Swartz, Jr./President  
Type or Print Above Name on Above Line

X [Signature]  
(Signature of Debtor)

Ruth Swartz/Vice President  
Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

X [Signature]  
(Signature of Secured Party)

Carole R. Hardesty/President  
Type or Print Above Signature on Above Line

11.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolitan, Inc.
Address 413 4th Street, Annapolis, Maryland 21403

RECORD FEE 11.00
POSTAGE .50

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 6925-P Oakland Mills Road, Columbia, Maryland 21045

NOTARIAL FEE 11.4430
08/09/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 4, 1991

4. This financing statement covers the following types (or items) of property: (list)

One (1) Trillium Talkto Model 1032 Telephone System, with KSU, Nine (9) Trillium Talkto Standard Phones, One (1) Power Failure Jack and One (1) Surge Suppressor, SN. - 10850191

Name and address of Assignee

CONDITIONAL SALES CONTRACT
CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Annapolitan, Inc.

(Signature of Debtor)

Philip Evans/President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

(Signature of Secured Party)

Carole R. Hardesty/President

Type or Print Above Signature on Above Line

11/90

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.
Address 2729 Solomons Island -- Edgewater, MD

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One(1) New Terex 2366 Articulated Dump Truck with Philippi-Hagenbuch Sealed Tail Gate s/n HA21209 with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize a lease of the above property, and does not create a security interest.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)
Reds Dove, Inc.
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Bruce H. Dean
L.B. Smith, Inc. Business Manager
Type or Print Above Signature on Above Line

115

271075

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
title tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Dock Hershman, Inc.  
Address 116 Camrose Avenue Baltimore, MD 21225

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales  
Address 8540 Pulaski Highway Baltimore, MD 21237

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORDING FEE 17.00  
POSTAGE .50

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Dock Hershman, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line  
LARRY F. KIMMEL, ADMIN. V.P.

17 40

Chesapeake Ford Truck Sales, INC. CONDITIONAL SALE CONTRACT NOTE

524 110

TO: Chesapeake Ford Truck Sales, Inc. (Seller)

FROM: Dock Hershman, Inc. (Buyer)

1540 Pulaski Highway Baltimore, MD 21237 (Address of Seller)

116 Camrose Avenue Baltimore, MD 21225 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks)
One (1) 1987 Ford Model F10000 Cab & Chassis S/N 1FDY100U4HVA54162

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 72,615.20; (2) Less DOWN PAYMENT IN CASH \$ 5,000.00; (3) Less DOWN PAYMENT IN GOODS (Trade in Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 67,615.20

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 116 Camrose Avenue Baltimore, MD 21225

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixty seven thousand six hundred fifteen and 20/100 Dollars (\$ 67,615.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th day of March 19 88, and continuing on the same date each month thereafter until paid, the first 50 installments each being in the amount of \$ 1,126.92 and the final installment being in the amount of \$ 1,126.92

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorney's fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller proted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, not permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney in fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof or otherwise. In any jurisdiction where the Uniform Commercial Code is counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: February 25 19 88 Chesapeake Ford Truck Sales, Inc. (SEAL)

Accepted: I/A Chesapeake Truck Sales (SEAL)

By: H.C. Weidner, V.P. (Witness as to Buyer's and Co-Maker's Signature)

Dock Hershman, Inc. (SEAL)

By: Dock W. Hershman, T.P.S. (SEAL)

Co-Buyer-Maker: DOCK W. HERSHMAN, INC. (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By: (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misfeasance, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectible) called the "Balance," immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall as enable at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designees, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication of notice to Buyer and with the right to Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all attachment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retention of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, who ever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(Guarantor-Endorser) (L.S.) \_\_\_\_\_(Guarantor-Endorser) (L.S.)
\_\_\_\_\_(Guarantor-Endorser) (L.S.) \_\_\_\_\_(Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property") and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date \_\_\_\_\_ 19 \_\_\_\_\_ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
By \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

BOOK 524 PAGE 118

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT") its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated February 25, 1988

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller/Lessor/Mortgagee and Deck Hershman, Inc. 116 Camrose Avenue Baltimore, MD 21225

(Name) (Address)  
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatrued installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to use and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined herein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 57,615.20  
IN WITNESS WHEREOF we have hereunto set our hand and seal this 25th day of February, 19 88

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales  
(Seller/Lessor/Mortgagee)

By H. C. M. [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Mail to Chesapeake Ford Truck Sales.

271201

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 Jon W. Brassel 116E Cathedral Street  
 Virginia Brassel Annapolis, Maryland 21401

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles St.  
 Attention: Debra Grimm Documentation Asst. Baltimore, Maryland 21201

RECORD FEE 14.00  
 POSTAGE .50  
 207740 DWT HOS 125140  
 10/20/88  
 AM

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
 Jon W. Brassel (Seal)  
 Virginia Brassel (Seal)

Rignal W. Baldwin, Jr. (Seal)  
 Mary C. Baldwin (Seal)

Mr. Clerk. Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1450

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Jon W. Brassel, Virginia Brassel, Rignal W. Baldwin, Jr. and Mary C. Baldwin (the "Debtors") and Equitable Bank, National Association (the "Bank") dated Feb 2, 1988.

Section G continued.

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known 116E Cathedral Street, Annapolis, Anne Arundel County, Maryland.

Jon W. Brassel (SEAL)  
Jon W. Brassel

Virginia Brassel (SEAL)  
Virginia Brassel

Rignal W. Baldwin, Jr. (SEAL)  
Rignal W. Baldwin, Jr.

Mary C. Baldwin (SEAL)  
Mary C. Baldwin

Mail to Equitable Bank

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271905

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Paid to  
A H Co

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$6,000.<sup>00</sup>

If this statement is to be recorded in land records check here.

This financing statement Dated 1-27-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name O. T. Neighoff & Sons, Inc.

Address 117 Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
RECORD TAX 42.00  
POSTAGE .30

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 1987 FORD 1 TON CUBE VAN S/N 1FDKE37H4HHB09206
- 1 1988 FORD 1 TON 12' DIESEL STAKEBODY DUMP TRUCK S/N 1FDKF37G6JNA0318
- 1 GE TMX 8210 TRUNKED MOBILE RADIO, S/N 7087776
- 3 GE TMX 8510 TRUNKED MOBILE RADIOS, S/N's 7256621, 7239391, 7245382
- 1 GE TMX 8415 CONTROL STATION S/N 5493436 AND STANDARD MOBILE MICROPHONES & EXTERNAL AMPLIFIED SPEAKER.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

O. T. Neighoff & Sons, Inc.

By: \_\_\_\_\_  
(Signature of Debtor)

Kenneth D. Neighoff

Type or Print Above Name on Above Line

*Kenneth D. Neighoff - Pres*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Ross J. Selley*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.00 420.00



BODY 524 PAGE 122

This STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code

No. of additional Sheets Presented:

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Office, Date, Time, No. Filing Office

WILLIAM BERKSHIRE  
c/o CROFTON COUNTRY CLUB  
P.O. BOX 3032  
CROFTON MD 21114

RIVER ROAD PRODUCTS, INC.  
5000 SUNNYSIDE AVENUE  
Beltsville, MD 20705

5 This statement refers to original Financing Statement No. 261319 BK 496/pg 685 filed (date) 4-15-86 with ANNE ARUNDEL CITY MD

- A Continuation: The original Financing Statement bearing the above file number is still effective.
- B Termination: The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release: From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
RECORD FEE 12.00  
POSTAGE .50
- D Assignment: The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E Amendment: The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

8072480 CITY BUS 114:04

AA 3/21/88

This statement is to be indexed in the Real Estate Records

Section

Block

PLEASE RETURN TO:  
SETTLEMENT OFFICE

Lorch, Early, Roseman & Frankel

CHARTERED

10th. FLOOR

3 BETHESDA METRO CENTER

BETHESDA, MD. 20814-5357

RIVER ROAD PRODUCTS, INC.

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

By \_\_\_\_\_  
(Signature(s) of Secured Party(ies))

(1) Filing Office Copy Numbered (5/82)

STANDARD FORM - FORM UCC 3 - Approved by the Secretary of State of New York, Pennsylvania & Texas

FINANCING STATEMENT FORM UCC-1

Identifying File No. 221007

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 44,000.00

If this statement is to be recorded in land records check here.

Record. Tax Paid AAcO.

This financing statement Dated 9 March 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marine Equipment Corp. of America, Inc.

Address 1061 Turkey Point Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Liftall Mariner HTMS 180 Used 1979 Model  
Serial Number 794494

RECORD FEE 11.00  
RECORD TAX 308.00  
POSTAGE .50  
RECORDED U777-403 709:42  
03/11/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Marine Equipment Corp. of America, Inc.

(Signature of Debtor)  
Robin N. Thompson, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

(Signature of Secured Party)

John J. Feldman, III Vice President

Type or Print Above Signature on Above Line

308 - 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 871203

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 26 February 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Survey Associates of Maryland, Inc.
Address Arundel Plaza
108 Old Solomons Island Road, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, Equipment, accounts and other rights to payment, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Survey Associates of Maryland, Inc.

(Signature of Debtor)

David M. Green, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

(Signature of Secured Party)

John J. Feldman, III, Vice President

Type or Print Above Signature on Above Line

REC'D 109142
03/11/88

AH

1150

STATE OF MARYLAND

BOOK 524 PAGE 125

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271200

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 7 March 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name La Sue's Boutique
Address 48 Maryland Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 13.00

POSTAGE .50

RECEIVED UCC-1 103 109442

03/11/88

PH

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

La Sue's Boutique

Margaret Susan Lanham (Signature of Debtor)

Margaret Susan Lanham, Partner

Type or Print Above Name on Above Line

Lana Y. Thompson (Signature of Debtor)

Lana Y. Thompson, Partner

Type or Print Above Signature on Above Line

Bay National Bank

John J. Feldman III (Signature of Secured Party)

John J. Feldman III, Vice President

Type or Print Above Signature on Above Line

135 50

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 200,000.00

FINANCING STATEMENT

1. Debtor(s): Furniture Quarters, Inc.  
 Name or Names—Print or Type  
 6212 Baltimore National Pike, Catonsville, MD 21228  
 Address—Street No., City - County State Zip Code  
 5600 Governor Ritchie Highway  
 Brooklyn, Maryland 21226  
 Name or Names—Print or Type  
 8124 Ritchie Highway  
 Address—Street No., City - County State Zip Code  
 Pasadena, Maryland 21122

2. Secured Party: E & H Furniture Sales Co., Ltd.  
 Name or Names—Print or Type  
 101 S. Willard Street, Baltimore, Maryland 21223  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See attached list.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*[Signature]*  
 (Signature of Debtor)  
 Furniture Quarters, Inc.

SECURED PARTY:

*[Signature]* (Company, if applicable)  
*[Signature]* (Signature of Secured Party)  
 Howard E. Friedland - E & H Furniture Sales  
 Type or Print (Include title if Company) Co., Ltd.

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address J. Allan Cohen, 23 E. Centre Street, Baltimore, MD 21202

RECORD FEE 11.00  
 POSTAGE .50  
 4080000 0345 AUG 10P446  
 03/21/88  
 RM

11-50

- a. All equipment and machinery, including power-driven machinery and equipment, furniture and fixtures now owned or hereafter acquired together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith; all such collateral used or bought for use in the retail business known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228 and 5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226.
- b. All inventory, raw materials, work in process and supplies now owned or hereafter acquired by Debtor, used or useful in the conduct of the retail business of Debtor known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228, and 5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226.
- c. All accounts receivable now outstanding or hereafter arising from the retail sale of merchandise in the course of Debtor's business known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228 and 5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226.
- d. All contract rights now in force or hereafter acquired by Debtor in connection with the retail business of Debtor known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228 and 5600 Governor Ritchie Highway, Brooklyn, Maryland 21226.
- e. All rights, title and interest to automobiles, trucks or other vehicles used by the Debtor in the operation of his business, or any vehicles acquired hereafter in the operation of his business.

2

271071

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
 AMOUNT OF \$ 50,000.00

FINANCING STATEMENT

1. Debtor(s):

Furniture Quarters, Inc.

Name or Names—Print or Type  
6212 Baltimore National Pike, Catonsville, Maryland 21228

Address—Street No., City - County State Zip Code  
5600 Governor Ritchie Highway, Brooklyn, Maryland 21226  
8124 Ritchie Highway, Pasadena, Maryland 21122.

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Howard E. Friedland and Marlene Friedland

Name or Names—Print or Type  
8509 Lucerne Road, Randallstown, Maryland 21133

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See attached list.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

RECORD FEE 12.00  
POSTAGE .50  
RECORDING FEE 203 109:48  
12/11/88  
AR

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*[Signature]*  
(Signature of Debtor)

Furniture Quarters, Inc.  
Type or Print

*[Signature]*  
(Signature of Debtor)

*[Signature]*  
Type or Print

SECURED PARTY:

(Company, if applicable)

*[Signature]*  
(Signature of Secured Party)

Howard E. Friedland Marlene Friedland  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address J. Allan Cohen, 23 E. Centre Street, Baltimore, MD 21202

11-50

- a. All equipment and machinery, including power-driven machinery and equipment, furniture and fixtures now owned or hereafter acquired together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith; all such collateral used or bought for use in the retail business known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228 and 5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226.
- b. All inventory, raw materials, work in process and supplies now owned or hereafter acquired by Debtor, used or useful in the conduct of the retail business of Debtor known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228, and 5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226.
- c. All accounts receivable now outstanding or hereafter arising from the retail sale of merchandise in the course of Debtor's business known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228 and 5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226.
- d. All contract rights now in force or hereafter acquired by Debtor in connection with the retail business of Debtor known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228 and 5600 Governor Ritchie Highway, Brooklyn, Maryland 21226.
- e. All rights, title and interest to automobiles, trucks or other vehicles used by the Debtor in the operation of his business, or any vehicles acquired hereafter in the operation of his business.

3

071972

BOOK 524 PAGE 130

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ 30,000.00

FINANCING STATEMENT

1. Debtor(s):

Furniture Quarters, Inc.

Name or Names—Print or Type

6212 Baltimore National Pike, Catonsville, Maryland 21228

Address—Street No., City - County State Zip Code

5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226

8124 Ritchie Highway, Pasadena, Maryland, 21122

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Rodney I. Friedland and Stella Friedland

Name or Names—Print or Type

4514 Speedwell Court Ellicott City, MD 21043

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See attached list.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

RECORD FEE 11.00

TOTAL 11.00

RECORDED 03-15 10:30 AM 1988

03/17/88

5. If collateral is crops, describe real estate.

N/A

POSTAGE .50

RECORDED 03-15 10:30 AM 1988

03/17/88

PH

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*Rodney I. Friedland*

(Signature of Debtor)

Furniture Quarters, Inc.

Type or Print

*Rodney I. Friedland*

(Signature of Debtor)

RODNEY I. FRIEDLAND

Type or Print

SECURED PARTY:

(Company, if applicable)

*Rodney I. Friedland Stella Friedland*

(Signature of Secured Party)

Rodney I. Friedland Stella Friedland

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

J. Allan Cohen, 23 E. Centre Street, Baltimore, MD 21202.

Name and Address

Lucas Bros. Form F-1

11-50

- a. All equipment and machinery, including power-driven machinery and equipment, furniture and fixtures now owned or hereafter acquired together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith; all such collateral used or bought for use in the retail business known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228 and 5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226.
- b. All inventory, raw materials, work in process and supplies now owned or hereafter acquired by Debtor, used or useful in the conduct of the retail business of Debtor known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228, and 5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226.
- c. All accounts receivable now outstanding or hereafter arising from the retail sale of merchandise in the course of Debtor's business known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228 and 5600 Governor Ritchie Highway, Brooklyn, Maryland, 21226.
- d. All contract rights now in force or hereafter acquired by Debtor in connection with the retail business of Debtor known as Furniture Quarters, Inc., 8124 Ritchie Highway, Pasadena, Maryland, 21122, 6212 Baltimore National Pike, Baltimore, Maryland, 21228 and 5600 Governor Ritchie Highway, Brooklyn, Maryland 21226.
- e. All rights, title and interest to automobiles, trucks or other vehicles used by the Debtor in the operation of his business, or any vehicles acquired hereafter in the operation of his business.

LAW OFFICES  
J. ALLAN COHEN, P.A.  
23 E. CENTRE ST  
BALTIMORE, MD 21202

Office  
(301) 332-0414

STATE OF MARYLAND

BOOK 524 PAGE 132

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262957

RECORDED IN LIBER 516 FOLIO 25 ON 8/13/87 (DATE)

1. DEBTOR

Name Hutzler Brothers Company  
Address One East Joppa Road, Towson, MD 21204

2. SECURED PARTY

Name BancOhio National Bank  
Address 155 East Broad Street  
Columbus, OH 43215

RECORD FEE 10.00  
POSTAGE .50  
8074990 0777 504 110108  
03/11/88  
AH

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Amendment</p>
	<p>The security interest of secured party in the collateral described in Exhibit A hereto has been subordinated to the security interest of Westinghouse Credit Corporation, One Oxford Centre, 301 Grant Street, Pittsburgh, PA 15219, in accordance with the terms of a Subordination Agreement between said parties dated September 21, 1987.</p>	
	<p>To be filed in the County of Anne Arundel with the Clerk of Courts.</p>	

Hutzler Brothers Company  
By: Thomas R. Astle

BancOhio National Bank  
Ralph A. Kaparos  
(Signature of Secured Party)

Dated November 13, 1986

Ralph A. Kaparos, Vice President  
Type or Print Above Name on Above Line

1050

STATE OF MARYLAND

BOOK 524 PAGE 133

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267627  
RECORDED IN LIBER 512 FOLIO 286 ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name Hutzler Brothers Company  
Address 200 North Howard Street, Baltimore City, MD 21201

2. SECURED PARTY

Name BancOhio National Bank  
Address 155 East Broad Street  
Columbus, OH 43215

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Amendment

The security interest of Secured Party in the collateral described in Exhibit A hereto has been subordinated to the security interest of Westinghouse Credit Corporation, One Oxford Centre, 301 Grant Street, Pittsburgh, PA 15219, in accordance with the terms of a Subordination Agreement between said parties dated September 21, 1987.

RECORD FEE 10.00  
POSTAGE \$  
#378300 6777 604 710108

AH 03/11/88

To be filed in the County of Anne Arundel with the Clerk of Courts.  
Hutzler Brothers Company BancOhio National Bank

By: Thomas R. Hutzler VP

Dated November 13, 1987

Ralph A. Kaparos  
(Signature of Secured Party)  
Ralph A. Kaparos, Vice President  
Type or Print Above Name on Above Line

1630

BOOK 524 PAGE 131

272277

<u>X</u>	To be	Recorded	<u>X</u>	Subject to	Recording
	Not to be	in Land		Not Subject to	Tax on
		Records			Principal of
					\$14,011.40
					[Tax Paid on
					Deed of Trust
					of even date]

FINANCING STATEMENT

1. Debtor
  - (a) F. Scott Jay  
23 Boone Trail  
Severna Park, Maryland 21146
  - (b) Donna D. Jay  
23 Boone Trail  
Severna Park, Maryland 21146

2. Secured Party Mercantile-Safe Deposit and Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21201

RECORD FEE 14.00  
 POSTAGE .50  
 03/21/88  
 AP

3. This Financing Statement covers the following types of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures of other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated February 29, 1988 from Debtor to Philip G. Enstice and David R. Bowen, trustees for the benefit of the Secured Party (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

14/00

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. If above described personal property is to be affixed to real property, describe real property:

See Exhibit A attached hereto.

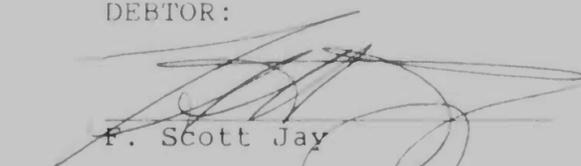
5. If collateral is crops, describe real estate:

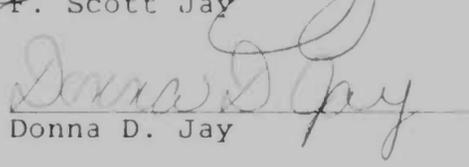
N/A

6. Proceeds of collateral, including insurance proceeds, are covered.

7. Products of collateral are covered.

DEBTOR:

  
F. Scott Jay

  
Donna D. Jay

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

Christopher J. Fritz, Esquire  
Gallagher, Evelius & Jones  
Park Charles - Suite 400  
218 N. Charles Street  
Baltimore, Maryland 21201

PLEASE RECORD AS FOLLOWS:

1. With the Maryland State Department of Assessments and Taxation
2. In the Financing Statement Records of Anne Arundel County, Maryland
3. In the Land Records of Anne Arundel County, Maryland

12191

## PARCEL 1:

BEGINNING for the same at a point that marks the beginning of the North 12 degree 54 minute 50 second West 274.39 foot of division between Lots B and C as shown on a plat entitled SEVERN INDUSTRIAL PARK, a resubdivision of Lot 3, Severn Industrial Park, and recorded among the plat records of Anne Arundel County in Plat Book 77 Page 10, thence leaving said point of beginning and binding on the southernmost outline of Lot C as shown on the above mentioned plat and also binding on the southernmost side of a 20' access to State Department of National Resources Property as shown on said plat, 1) South 77 degrees 05 minutes 10 seconds West 211.73 feet to a point, still binding on the outline of Lot C and leaving the southernmost side of said 20' access to State Department of Natural Resources Property, 2) North 30 degrees 11 minutes 20 seconds West 287.35 feet to a point, thence running for a new line of division through Lot C as shown on a plat intended to be recorded herewith 3) North 77 degrees 05 minutes 10 seconds East 297.06 feet to a point that marks the end of the North 12 degree 54 minute 50 second West 274.39 foot line as mentioned above, thence binding on said 297.06 foot reversely 4) South 12 degrees 54 minutes 50 seconds East 297.06 feet to the point of beginning.

CONTAINING within the bounds of this description 1.603 acres of land, more or less.

## PARCEL 2:

BEING known and designated as Lot B, containing 1.489 acres of ground, more or less, as shown on a Plat of Re-Subdivision of Lot 3, Severn Industrial Park, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 77 folio 10.

SUBJECT to a 20 foot right-of-way for access, to the State Department of Natural Resources as shown on said Plat.

ALL BEING FURTHER KNOWN and designated as "LOT B REVISED" as shown on Administrative Lot Line Change, Resubdivision of B and C, dated October 17, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3681, folio 171.

<u>      </u>	To be	Recorded	<u>      </u>	Subject to	Recording
		in Land			Tax
<u>  X  </u>	Not to be	Records	<u>  X  </u>	Not Subject	
				to	

FINANCING STATEMENT

1. Debtor F. Scott Jay & Co., Inc.  
214 Najoles Drive  
Millersville, Maryland 21108

2. Secured Party Mercantile-Safe Deposit and Trust  
Company  
Two Hopkins Plaza  
Baltimore, Maryland 21201

RECORDING FEE 13.00  
POSTAGE .50  
REGISTERED MAIL FEE 110.04

3. This Financing Statement covers the following types of property:

A. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

03/21/88  
RH

B. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned or hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents) both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or

1305



repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

4. If above described personal property is to be affixed to real property, describe real property:

N/A

5. If collateral is crops, describe real estate:

N/A

6. Proceeds of collateral, including insurance proceeds, are covered.

7. Products of collateral are covered.

DEBTOR:

F. SCOTT JAY & CO., INC.

By:

F. Scott Jay,  
President

(SEAL)

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

Christopher J. Fritz, Esquire  
Gallagher, Evelius & Jones  
Park Charles - Suite 400  
218 N. Charles Street  
Baltimore, Maryland 21201

PLEASE RECORD AS FOLLOWS:

1. With the Maryland State Department of Assessments and Taxation.
2. In the Financing Statement Records of Anne Arundel County, Maryland.
3. In the Financing Statement Records of Caroline County, Maryland.

12171

- 2 -

United Title Inc.  
523 Beaufield Rd.  
Severna Park, MD 21146

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT AND TERMINATION

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR and Address <del>(XXXXXXXXXXXXXXXX)</del> F. SCOTT JAY DONNA D. JAY 306 Avondale Circle Severna Park, MD 21146	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND c/o Mortgage Loan Department St. Paul and Baltimore Streets Baltimore, MD 21202
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: CHRISTOPHER J. FRITZ, ESQUIRE Gallagher, Evelius & Jones Park Charles - Suite 400 218 North Charles Street Baltimore, Maryland 21201
5. THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT FILED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY/ <del>XXX</del> , STATE OF MARYLAND. Number: <u>234198</u> Date: <u>September 4, 1980</u> Record Reference: <u>Liber 429 folio 52</u>	
6. CONTINUATION ..... <input type="checkbox"/> The Original Financing Statement referred to above between the fore- going Debtor and Secured Party is still effective.	7. RELEASE ..... <input type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed above.
8. ASSIGNMENT ..... <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the Financing Statement referred to above.	9. TERMINATION ... <input type="checkbox"/>

INFORMATION: Assignee: Mercantile-Safe Deposit and Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21201

SECURED PARTY:

Dated: 2/29, 1980 SIGNET BANK/MARYLAND (formerly  
Union Trust Company of Maryland)  
By: [Signature] (Title)

10<sup>2</sup>



STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT AND TERMINATION

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR and Address <del>(XXXXXXXXXXXX)</del> F. SCOTT JAY DONNA D. JAY 306 Avondale Circle Severna Park, MD 21146	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND 15th Floor 10 East Baltimore Street Baltimore, MD 21202
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: CHRISTOPHER J. FRITZ, ESQUIRE Gallagher, Evelius & Jones Park Charles - Suite 400 218 North Charles Street Baltimore, Maryland 21201
5. THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT FILED AMONG THE FINANCING STMT RECORDS OF ANNE ARUNDEL COUNTY/ESTATE, STATE OF MARYLAND. Number: 255072 Date: January 3, 1985 Record Reference: Liber 481 folio 150	
6. CONTINUATION ..... <input type="checkbox"/> The Original Financing Statement referred to above between the fore- going Debtor and Secured Party is still effective.	7. RELEASE ..... <input type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed above.
8. ASSIGNMENT ..... <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the Financing Statement referred to above.	9. TERMINATION ... <input type="checkbox"/>

INFORMATION: Assignee: Mercantile-Safe Deposit and Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21201

SECURED PARTY:

Dated: 2/29, 1985  
By: [Signature] (Title)  
SIGNET BANK/MARYLAND (formerly  
Union Trust Company of Maryland)

10.00 2

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT AND TERMINATION  
 This statement is presented to a filing officer pursuant to the  
 Uniform Commercial Code:

1. DEBTOR and Address <del>XXXXXXXXXXXX</del> F. SCOTT JAY DONNA D. JAY 306 Avondale Circle Severna Park, MD 21146	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND c/o Mortgage Loan Department St. Paul and Baltimore Streets Baltimore, MD 21202
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: CHRISTOPHER J. FRITZ, ESQUIRE Gallagher, Evelius & Jones Park Charles - Suite 400 218 North Charles Street Baltimore, Maryland 21201
5. THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT FILED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY <del>COUNTY</del> , STATE OF MARYLAND. Number: <u>268982</u> Date: <u>August 11, 1987</u> Record Reference: <u>Liber 515 folio 478</u>	
6. CONTINUATION ..... <input type="checkbox"/> The Original Financing Statement referred to above between the fore- going Debtor and Secured Party is still effective.	7. RELEASE ..... <input type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed above.
8. ASSIGNMENT ..... <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the Financing Statement referred to above.	9. TERMINATION ... <input type="checkbox"/>

INFORMATION: Assignee: Mercantile-Safe Deposit and Trust Company  
 Two Hopkins Plaza  
 Baltimore, Maryland 21201

SECURED PARTY:

Dated: 2/28, 1988 SIGNET BANK/MARYLAND (formerly  
Union Trust Company of Maryland)  
 By: [Signature] (Title)

10.08

524 me 142

TO BE RECORDED AMONG THE  
LAND RECORDS AND INDEXED  
AMONG THE CHATTEL RECORDS

THIS TRANSACTION IS SUBJECT TO  
RECORDATION TAXES ON THE AMOUNT  
OF \$ 221,800.00, WHICH HAVE  
BEEN PAID TO THE CLERK OF THE  
CIRCUIT COURT FOR Anne Arundel

FINANCING STATEMENT

BOOK 4562 PAGE 244

Quinn Homes, Inc.

P.O. Box 387, Stevensville, Md. 21666

1. Debtor(s)

KEY FEDERAL SAVINGS BANK

2. Secured  
Party

7F GWYNNS MILL COURT, OWINGS MILLS, MARYLAND, 21117

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe  
real property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

KEY FEDERAL SAVINGS BANK

RECORDING FEE 14.00

POSTAGE 1.50

MARYLAND CLERK OF THE CIRCUIT COURT

01/11/68

Quinn Homes, Inc.

BY

Kevin B. Quinn, President

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21216

13750

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect to or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described in Exhibit A attached hereto as a part hereof.

BEING KNOWN AND DESIGNATED as Lots Nos. 35, 36 and 39, as shown on a Plat entitled "Lowering Oaks" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 99 folio 34.

10  
DACKMAN

524 144

271983

*CBP*

11-6-87

11.00

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPED OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
does not indicate amount of taxable debt here. \$ 38,075.00

If this statement is to be recorded  
in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Technology Assessment & Transfer, Inc. *Technology Assessment & Transfer, Inc.*  
Address 2002 Montwood Drive, Cambridge, MD 21034 133 DEFENSE HWY. SUITE 204 ANNAPOLIS, MD 21401

2. SECURED PARTY

Name E. I. du Pont de Nemours and Company  
Address Financial Services Division - Du Pont Customer Financing  
1007 Market Street  
Wilmington, DE 19898  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

The following equipment: See Equipment Listing attached hereto as Exhibit B.

RECORDATION TAX IN THE AMOUNT OF 49.50 IS BEING PAID, AT ANNE ARUNDEL COUNTY

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Sharon Schreiber  
(Signature of Debtor)

Technology Assessment & Transfer, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

RECORDED IN OCT 24, 1987 AT 1:54 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 27,377,241 RECEIPT # 27502 20167  
SEE INSTRUMENT PAGE FOR LIBER & FOLIO  
RECORDATION TAX \$ 49.50  
\* THIS SERVES AS YOUR RECEIPT \*

J. T. Stacy  
(Signature of Secured Party)  
J. T. Stacy, Financial Analyst  
E. I. du Pont de Nemours and Company  
Type or Print Above Signature on Above Line

2959 1588

FROM  
Technology Assessment  
AND TRANSFER, INC.  
TO  
E. I. du Pont de Nemours  
AND COMPANY  
ILLINOIS COOP  
PO BOX 2969  
SPRINGFIELD, ILL.  
62708

RECORD FEE 11.00  
RECORD TAX 269.50  
POSTAGE .50

7081010 0777 803 111114

AH 03/11/88

EC-2

11 26950 .50

EXHIBIT B  
EQUIPMENT LISTING

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PART NO.</u>	<u>QUANTITY</u>
1	9900 Thermal Analyzer with Keyboard, Multitasking Operating Software, MS-DOS Software, Dual Floppy Disk Data Storage, Plotter and Printer Serial Ports, Plotter Cable and One Year Warranty	996400911	1
2	CRT Display, Monochrome	996401901	1
3	Module Interface with GPIB Communications, 64K Memory and Module Cable	996000902	1
4	910 Cell Base (Est. Wt. 25 Lbs.)	910000904	1
5	Differential Scanning Calorimeter Cell. (DSC) (Est. Wt. 26 Lbs.)	900600903	1
6	DSC Cooling Accessory (Est. Wt. 2 Lbs.)	900674000	1
7	Data Analysis Software, DSC Isothermal Kinetics	996210913	1
8	Data Analysis Software, General Analysis Utility	996210905	1

1386J

2959 1589

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 146  
Identifying File No. 13878

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 271931

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1075.20

If this statement is to be recorded in land records check here.

This financing statement Dated MARCH 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALBERT F AND VERONICA L CULOTTA  
Address 405 8TH AVE GLEN PURNIE MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address PO BOX 807 GLEN PURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 03-11-91

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00  
RECORD TAX 14.00  
POSTAGE .50  
MARCH 11 1988 11:20

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Albert F Culotta*  
(Signature of Debtor)

ALBERT F CULOTTA  
Type or Print Above Name on Above Line  
*Veronica Culotta*  
(Signature of Debtor)

VERONICA L CULOTTA  
Type or Print Above Signature on Above Line

*Monica D. Carter*  
(Signature of Secured Party)

MONICA CARTER CSR  
Type or Print Above Signature on Above Line

14.50

271035

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)  
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE:  
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 957  
CITY & STATE: GLEN BURNIE, MD, 21051

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JOSEPH L. & KATHLEEN A. WHITE		1-03-88	
340 THELMA AVE		ACCOUNT NO	TAB
GLEN BURNIE, MD.		21051	

Eiled with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 10.00  
RECORD TAX 24.50  
POSTAGE .50  
#081030 0777 603 111421  
03/11/88  
pk

UNDERLYING TRANSACTION  IS  IS NOT  IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.  
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3415.51

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.  
(SECURED PARTY)

*Joseph L. White*  
JOSEPH WHITE DEBTOR

BY GINA JORDAN TITLE C.S.R.

*Kathleen White*  
KATHLEEN WHITE DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

17-2400-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 148  
Identifying File No. 271936

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4180.17

If this statement is to be recorded in land records check here.

This financing statement Dated 02-26-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALLEN W HARRIS AND KATHY  
Address BOX 178 CHESAPEAKE MOBILE HANOVER MD 21076

2. SECURED PARTY

Name AVCO  
Address PO BOX 997 GLEN BURNIE MD 21061

REGISTRATION FEE 12.00

PROPERTY TAX 31.50

POSTAGE .50

RECORDING FEE 7.11/21

Person And Address To Whom Statement Is To Be Returned If Different From Above.

02/21/88

AH

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Allen W Harris*  
(Signature of Debtor)

ALLEN HARRIS

Type or Print Above Name on Above Line

*Kathy Harris*  
(Signature of Debtor)

KATHY HARRIS

Type or Print Above Signature on Above Line

*Monica D Carter*  
(Signature of Secured Party)

MONICA D CARTER

CSR

Type or Print Above Signature on Above Line

12 31.50 .50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: P.O. BOX 997  
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:  
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
RAE PORTER		01-26-88	
210 B HILLTOP LN, ANNAPOLIS MD 21403		ACCOUNT NO	TAB
		913200340	

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE .50  
#081050 077 R03 11:22

03/11/88

PH

UNDERLYING TRANSACTION  IS  IS NOT  IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1975.20

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

*Rae S. Porter*  
RAE S. PORTER

DEBTOR

BY *David M. Butler*  
DAVID M. BUTLER--ACCT. REPRESENTATIVE

TITLE

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

14-52

FINANCING STATEMENT FORM UCC-1

Identifying File No. 12765 271903

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4262.57

If this statement is to be recorded in land records check here.

This financing statement Dated JAN 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM J AND KIM HOFMANN  
Address 2817 NORMAN RD GLEN BURNIE MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address PO BOX 247 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 07-17-88

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee	
RECORD FEE	10.00
RECORD TAX	24.57
POSTAGE	.50
#082160 CITY RG 711424	

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

01/17/88  
AH

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

William J Hofmann  
(Signature of Debtor)

WILLIAM HOFMANN

Type or Print Above Name on Above Line

Kimberly L Hofmann  
(Signature of Debtor)

KIM HOFMANN

Type or Print Above Signature on Above Line

Monica D Carter  
(Signature of Secured Party)

MONICA CARTER CSE

Type or Print Above Signature on Above Line

12-24.57 - 50

271039

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

File # 13850

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: P.O. BOX 997  
CITY & STATE: GLEN BURNIE, MD. 21061

FILING OFFICER NOTICE:  
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JAMES F. & LISA M. GASKILL		2-24-88	
7822-D SOUTH HAMPTON DR.		ACCOUNT NO.	TAB
GLEN BURNIE, MD.		760601552	82
		21061	

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

RECORD FEE 13.00  
RECORD TAX 17.50

POSTAGE .50

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

#081010 CFTZ 803 711:24

05/11/88

PH

UNDERLYING TRANSACTION  IS  IS NOT  IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2344.97

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.  
(SECURED PARTY)

BY Joyce Raley  
JOYCE RALEY TITLE MGR.

James F. Gaskill  
JAMES F. GASKILL DEBTOR  
Lisa Gaskill  
LISA M. GASKILL DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

17-01  
1750\*  
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 152  
Identifying File No.

271900

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3000.00

If this statement is to be recorded in land records check here.

This financing statement Dated FEB. 12, 1983 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN LATHAM AND BEVERLY  
Address 135 SHELLCOTE RD PASADENA MD 21122

2. SECURED PARTY

Name WCO FINANCIAL SVCS.  
Address PO BOX 997 BELT SPRING MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00  
RECORD TAX 24.50  
MESSAGE FEE .50  
MARBURY CERT #03 711425  
03/11/83  
AH

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*John Latham Sr.*  
(Signature of Debtor)

JOHN LATHAM  
Type or Print Above Name on Above Line

*Beverly Latham*  
(Signature of Debtor)

BEVERLY LATHAM  
Type or Print Above Signature on Above Line

*Monica D. Carter*  
(Signature of Secured Party)

MONICA D CARTER CSR  
Type or Print Above Signature on Above Line

12  
5450.50

271001

BOOK 524 PAGE 153

File 13855

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)  
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: P.O. BOX 997  
CITY & STATE: GLEN BURNIE, MD. 21051

FILING OFFICER NOTICE:  
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
NELSON F. & MARY A. LOWES		2-29-88	
2318 WESTPORT LN.		ACCOUNT NO	TAB
CROFTON, MD.	21114	26240846	

Filed with:

This Financing Statement covers the following types (or items) of property. Proceeds and Products of the collateral are also covered.  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.  
(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 10.00  
RECORD TAX 28.00  
POSTAGE .50  
#051690 DTTT #03 111425  
03/27/88  
AH

UNDERLYING TRANSACTION  IS  IS NOT  IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.  
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3721.37

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.  
(SECURED PARTY)

Nelson F. Lowes  
NELSON F. LOWES DEBTOR

BY Gina Jordan C.O.R.  
TITLE

Mary A. Lowes  
MARY A. LOWES DEBTOR

ORIGINAL - FILING OFFICER COPY  
19-1209 (REV. 11-80)

12 28 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 154

Identifying File No. 371002

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2192.04

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RICHARD G WEINSTEN AND ROBERTA WEINSTEIN

Address 173 REVEL HWY

2. SECURED PARTY

Name AVCC FINANCIAL SERVICES

Address PO BOX 997

GLEN BURNIE MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3-2-91

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee	
RECORD FEE	125.00
RECORD TAX	17.50
POSTAGE	.50
4081100 DTTT B03 111426	
05/11/88	
AH	

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Richard G Weinstein*  
(Signature of Debtor) RICHARD G WEINSTEIN

Type or Print Above Name on Above Line  
*Roberta Weinstein*  
(Signature of Debtor)

ROBERTA WEINSTEIN  
Type or Print Above Signature on Above Line

*Joyce M Raley*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1730  
1750

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

271003

BOOK 524 PAGE 155  
 Identifying File No. 13827

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1500.25

If this statement is to be recorded in land records check here.

This financing statement Dated 7/23/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MICHAEL DRAKE

Address 1110 SCOTT CIRCLE APT 3 FT WEADE MD 20755

2. SECURED PARTY

Name AVO FINANCIAL SERVICES

Address PO BOX 307

1014 BIRMEY, MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 08-12-89

4. This financing statement covers the following types (or items) of property: (list)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

Name and address of Assignee	
RECORD FEE	22.00
RECORD TAX	24.00
POSTAGE	0.00

13/11/89  
 AX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Michael E. Orange  
 (Signature of Debtor)

MICHAEL DRAKE  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter  
 (Signature of Secured Party)

MONICA CARTER CSR  
 Type or Print Above Signature on Above Line

11/14 50

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

BOOK **524** PAGE **156**  
 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1,175.00

If this statement is to be recorded in land records check here.

This financing statement Dated FEB. 9, 1983 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. #13305

1. DEBTOR

Name AUDREY GRIFFIN  
 Address 3330 SADDLEBACK CT SEVERN MD 21144

2. SECURED PARTY

Name AVC FINANCIAL SERVICES  
 Address PO BOX 997 GLEN BURNE MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 02-17-81

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Audrey G. Griffin  
 (Signature of Debtor)

AUDREY GRIFFIN  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

Monica D. Carter  
 (Signature of Secured Party)

MONICA CARTER 033  
 Type or Print Above Signature on Above Line

11 14 -50

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
 AMOUNT OF  
 :\$18,000.00  
 Recording tax paid only on  
 items subject to said  
 Recording Tax.  
 Total Debt: \$35,670.27

FINANCING STATEMENT

COUNTRY LIQUORS, INC.

1. Debtor(s):

Name or Names—Print or Type

303 E. Furnace Branch Road Glen Burnie, Maryland 21061  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.

Name or Names—Print or Type

140 S. Azar Avenue, Glen Burnie, Maryland 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 11.00  
 POSTAGE .50  
 4861220-077 REC 111136  
 03/11/88  
 AH

DEBTOR(S): COUNTRY LIQUORS, INC.

by: Gloria Ora Lee Shoemaker, Pres

GLORIA ORA LEE SHOEMAKER, President

SECURED PARTY:

BALTIMORE CIGARETTE SERVICE, INC.  
 (Company, if applicable)

by: Robert E. Carlucci, Pres  
 (Signature of Secured Party)

ROBERT E. CARLUCCI, President  
 Type or Print (Include title if Company)

To THE FILING OFFICE: After this statement has been recorded please mail the same to:

Mail to  
 Name and Address JOEL MARGOLIS, Esquire, 200 E. Lexington St., Ste. 1313  
Baltimore, Maryland 21202  
 Local Bro. Form F-1

11 50

SCHEDULE

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus. and Class "D" Liquor License No. 0097

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, trust funds (construction or otherwise), and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, trust funds (construction or otherwise) and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

271006

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 18,000.00  
Recording Tax paid only on  
items subject to said  
Recording Tax: Total Debt:  
\$35,670.27

FINANCING STATEMENT

BABE'S INC. T/a T.J.'s Saloon

1. Debtor(s):

Name or Names—Print or Type  
201 Baltimore-Annapolis Boulevard, Severna Park, Md. 21146  
Address—Street No., City - County State Zip Code

CYPRESS PROMOTIONS, INC.  
Name or Names—Print or Type  
201 Baltimore-Annapolis Boulevard, Severna Park, Md. 21146  
Address—Street No., City - County State Zip Code

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.  
Name or Names—Print or Type  
140 S. Azar Avenue, Glen Burnie, Maryland 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): BABE'S, INC

SECURED PARTY:

by: Judy D. Shoemaker  
(Signature of Debtor)  
JUDY D. SHOEMAKER, President  
Type or Print

CYPRESS PROMOTIONS, INC.  
(Signature of Debtor)

by: Judy D. Shoemaker  
Type or Print

BALTIMORE CIGARETTE SERVICE, INC.  
(Company, if applicable)

by: Robert E. Carlucci  
(Signature of Secured Party)

ROBERT E. CARLUCCI, President  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: ZELL MARGOLIS, Esquire  
200 E. Lexington Street, Ste. 1313, Baltimore, Md. 21202

1750

RECORDING FEE 12.00  
POSTAGE .50  
SIGNATURE FEE 1.00  
12/11/88  
PH

SCHEDULE

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus. and Class "D" Liquor License for the premises known as 201 Baltimore-Annapolis Boulevard, Severna Park, Maryland 21146.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, trust funds (construction or otherwise), and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, trust funds (construction or otherwise) and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.



Financing Statement

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 5,000
- To Be Recorded in Land Records of

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	Street	ADDRESS	City	State
1. Debtor(s)				
<u>The Studio, Inc.</u>	<u>101 Annapolis Street</u>	<u>Annapolis, Maryland</u>	<u>21401</u>	

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

RECORD TAX 11.00  
 POSTAGE 33.00  
 03/11/04 11:23 AM

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND  
 By: [Signature]  
 Type Name Thomas A. Holland, III  
 Title Vice President

Debtor(s) or Assignor(s)  
THE STUDIO, INC.  
 By: [Signature]  
Alia C. Farias, President  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Type or Print Name and Title of Each Signature



or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all vessels, barges or items of personal property floating in or upon the water adjacent to said premises and attached, affixed or in any manner connected to the premises, or any portion thereof, including without limitation, a house barge known as the "Oceana House Barge."

(e) all contract rights of and from the herein described property or any part thereof.

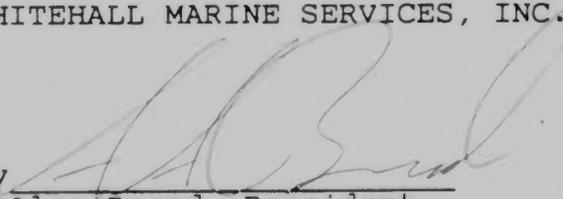
- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

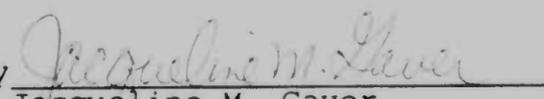
DEBTOR:

SECURED PARTY:

WHITEHALL MARINE SERVICES, INC.

HOME FEDERAL SAVINGS BANK

By   
Alan Brand, President

By   
Jacqueline M. Gaver,  
Vice President

WMFS651.198 GI-1

PARCEL 1: Those Condominium Units located in "Whitehall Marina, A Condominium", and being shown on Plats 1 through 4 of "Whitehall Marina, A Condominium", which plats are recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5 et seq, being Plat No. E-1055, et seq. and Plat Book E-36, pages 37 and 38 being Plat Numbers E-1787 and E-1788, and described as follows:

- (1) Building Unit Nos. A1, A2, A3, B1, B2 and C1;
- (2) Yard Work Units and appurtenant Yardwork Area Nos. 62, 125, 128, 130, 132, 133 and 134;
- (3) Commercial Storage Units and the appurtenant Exclusive Limited Common Element Boat Slip Nos. 49, 50, 51 and 52.

BEING a part of the residue parcel acquired by Cherokee Group Ltd. by Deed dated March 1985 from Frederick L. Willard, Grantor, recorded among the Land Records of Anne Arundel County at Book 3868, page 4; being a part of the property acquired by Cherokee Group Ltd. by Deed from Alan A. Brand dated December 5, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4237, folio 275; and being a part of the property acquired by Cherokee Group, Ltd. by a Deed dated August 29, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4237, folio 279.

PARCEL 2: Beginning for the same at an iron pipe found in the center line of a 16.0 foot right of way, and at the same beginning point as in the conveyance from Steven J. Everd and Margaret Everd, his wife, to Albert A. Harthausea and Erma I. Harthausea, his wife, by Deed dated January 16, 1959 and recorded among the Land Records of Anne Arundel County, Maryland at Liber G.T.C. 1267, folio 498; said point being further located on the north side of Homewood Landing Road as shown on a Plat titled "Revised Plat part of Whitehall Manor", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 33, folio 32; thence running from said beginning point so fixed crossing the said 16.0 foot right of way, and leaving said Homewood Landing Road, and running with the outlines of the above mentioned conveyance to Harthausea, as now found and with bearings referred to Maryland Grid North, north 10 degrees 16' 58" east 346.34 feet to an iron pipe found; thence south 75 degrees 56' 06" east 362.27 feet to an iron pipe set; thence south 75 degrees 06' 49" east 512.0 feet to a fourteen inch cedar tree found; thence south 14 degrees 06' 37" west 353.43 feet to a "PK" nail set in the center line of the above mentioned 16.0 foot right of way, and on the north side of the above mentioned Homewood Landing Road; thence with the North side of said Homewood Landing Road, and also running with the center line of the above mentioned 16.0 foot right of way; north 74 degrees, 47' 21" west 752.25 feet to the place of beginning. Containing 6.146 acres and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March 1975.

BEING the same property conveyed unto Fred L. Willard and Joan R. Willard, his wife, from Albert A. Harthausea and Irma Harthausea, his wife, by Deed dated May 22, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2757, folio 301 and subsequently conveyed to the Cherokee Group Ltd. by a Deed dated August 29, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4199, folio 815.

PARCEL 3: All that parcel of ground designated as the "Excluded Area" as shown on a Plat entitled, "Plat 1 of 4, WHITEHALL MARINA, a Condominium, which said Plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book E-22, page 5 at Plat No. E-1055, and Plat Book E-36, pages 37 and 38 being Plat Numbers E-1787 and E-1788.

BEING part of the parcel acquired by Cherokee Group Ltd. by Deed dated March 1985 from Frederick L. Willard, Grantor, recorded among the Land Records of Anne Arundel County in Liber 3868, folio 4.

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Mail 10

Not to be recorded in  
Land Records

Not subject to Recordation Tax:  
Principal Amount is \$300,000.00

DATE: February 29, 1988

INDEMNITY FINANCING STATEMENT

- 1. Debtor: Address:  
ALAN BRAND and 7507 Gary Road  
SHIRLEY BRAND, his wife Manassas, Virginia 22110
- 2. Indemnitor: Address:  
WHITEHALL MARINE SERVICES, 1656 Homewood Landing Road  
INC. (formerly Cherokee Annapolis, Maryland 21401  
Group, Ltd.)
- 3. Secured Party: Address:  
HOME FEDERAL SAVINGS BANK 122-128 West Washington Street  
P.O. Box 1179  
Hagerstown, Maryland 21741

4. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

RECORD FEE 16.00

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings, all the units and common elements of Whitehall Marina Condominium (including, without limitation the boat slips appurtenant thereto), or any other improvements now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings, units, common elements and other improvements for the purposes for which they were or are to be erected or used, including all goods and chattels and personal property as are used or furnished in operating a building and/or the units and common elements of the marina condominium or the activities conducted therein or thereon, (including, without limitation a 50-ton Acme marine hoist - Model No. H50, Serial No. 81474), and all renewals or replacements thereof or articles and substitutions therefor, whether or not the

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16.50

same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all vessels, barges or items of personal property floating in or upon the water adjacent to said premises and attached, affixed or in any manner connected to the premises, or any portion thereof, including without limitation, a house barge known as the "Oceana House Barge."

(e) all contract rights of and from the herein described property or any part thereof.

- 5. The aforesaid items are included as security in a Credit Line Indemnity Deed of Trust of even date herewith given to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 6. Proceeds of collateral are covered hereunder.
- 7. The real estate is that parcel, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

INDEMNITOR:

SECURED PARTY:

WHITEHALL MARINE SERVICES, INC.

HOME FEDERAL SAVINGS BANK

By: [Signature]  
Alan Brand, president

By: [Signature]  
JACQUELINE MCGARR, vice president

DEBTOR:

[Signature]  
ALAN BRAND, individually

[Signature]  
SHIRLEY BRAND, individually

BY: [Signature]  
Alan Brand, as her Attorney-in-Fact  
BRA648.198 GI-2

PARCEL 1: Those Condominium Units located in "Whitehall Marina, A Condominium", and being shown on Plats 1 through 4 of "Whitehall Marina, A Condominium", which plats are recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5 et seq, being Plat No. E-1055, et seq. and Plat Book E-36, pages 37 and 38 being Plat Numbers E-1787 and E-1788, and described as follows:

- (1) Building Unit Nos. A1, A2, A3, B1, B2 and C1;
- (2) Yard Work Units and appurtenant Yardwork Area Nos. 62, 125, 128, 130, 132, 133 and 134;
- (3) Commercial Storage Units and the appurtenant Exclusive Limited Common Element Boat Slip Nos. 49, 50, 51 and 52.

BEING a part of the residue parcel acquired by Cherokee Group Ltd. by Deed dated March 1985 from Frederick L. Willard, Grantor, recorded among the Land Records of Anne Arundel County at Book 3868, page 4; being a part of the property acquired by Cherokee Group Ltd. by Deed from Alan A. Brand dated December 5, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4237, folio 275; and being a part of the property acquired by Cherokee Group, Ltd. by a Deed dated August 29, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4237, folio 279.

PARCEL 2: Beginning for the same at an iron pipe found in the center line of a 16.0 foot right of way, and at the same beginning point as in the conveyance from Steven J. Everd and Margaret Everd, his wife, to Albert A. Harthausea and Erma L. Harthausea, his wife, by Deed dated January 16, 1959 and recorded among the Land Records of Anne Arundel County, Maryland at Liber G.T.C. 1267, folio 498; said point being further located on the north side of Homewood Landing Road as shown on a Plat titled "Revised Plat part of Whitehall Manor", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 33, folio 32; thence running from said beginning point so fixed crossing the said 16.0 foot right of way, and leaving said Homewood Landing Road, and running with the outlines of the above mentioned conveyance to Harthausea, as now found and with bearings referred to Maryland Grid North, north 10 degrees 16' 58" east 346.34 feet to an iron pipe found; thence south 75 degrees 56' 06" east 362.27 feet to an iron pipe set; thence south 75 degrees 06' 49" east 512.0 feet to a fourteen inch cedar tree found; thence south 14 degrees 06' 37" west 353.43 feet to a "PK" nail set in the center line of the above mentioned 16.0 foot right of way, and on the north side of the above mentioned Homewood Landing Road; thence with the North side of said Homewood Landing Road, and also running with the center line of the above mentioned 16.0 foot right of way; north 74 degrees, 47' 21" west 752.25 feet to the place of beginning. Containing 6.146 acres and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March 1975.

BEING the same property conveyed unto Fred L. Willard and Joan R. Willard, his wife, from Albert A. Harthausea and Irma Harthausea, his wife, by Deed dated May 22, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2757, folio 301 and subsequently conveyed to the Cherokee Group Ltd. by a Deed dated August 29, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4199, folio 815.

PARCEL 3: All that parcel of ground designated as the "Excluded Area" as shown on a Plat entitled, "Plat 1 of 4, WHITEHALL MARINA, a Condominium, which said Plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book E-22, page 5 at Plat No. E-1055, and Plat Book E-36, pages 37 and 38 being Plat Numbers E-1787 and E-1788.

BEING part of the parcel acquired by Cherokee Group Ltd. by Deed dated March 1985 from Frederick L. Willard, Grantor, recorded among the Land Records of Anne Arundel County in Liber 3868, folio 4.

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BOOK 524 PAGE 168

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FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND, AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

RECORD FEE 26.00

POSTAGE .50

NOTARIAL FEE FOR RECORDING

RECORDING

48

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1.	NAME AND ADDRESS OF DEBTOR:	John G. Goettee, Esquire John R. Shematz, Jr., Esquire c/o Goettee and Shematz, P.A. 114 Annapolis Street Annapolis, Maryland 21401
----	-----------------------------	---

2.	NAME AND ADDRESS OF SECURED PARTY:	Sterling Bank & Trust Co. 111 Water Street, Suite 201 Baltimore, Maryland 21202 Attn: Mr. Allen Myrowitz
----	------------------------------------	---

3. This Financing Statement covers the following types (or items) of property:

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the

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"Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits,

BOOK 524 PAGE 170

contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Arthur L. Silber and Patricia A. Jenkins, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to a Deed of Trust and Security Agreement.

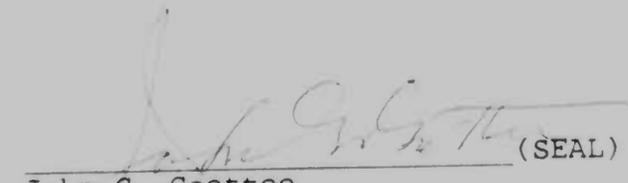
5. Proceeds and products of the collateral are also covered.

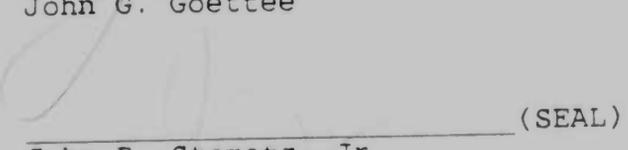
BOOK 524 PAGE 171

6. The names of the record owners of the Property are John G. Goettee and John R. Shematz, Jr.

7. This transaction is not exempt from recordation tax. The principal amount of the debt initially incurred is \$650,000.

Debtor:

  
\_\_\_\_\_  
John G. Goettee (SEAL)

  
\_\_\_\_\_  
John R. Shematz, Jr. (SEAL)

Date: March 10, 1987

Mr. Clerk: Please return to: Carla Stone Witzel, Esquire  
Weinberg and Green  
100 South Charles Street  
14th Floor  
Baltimore, Maryland 21201

## Parcel One

Being known and designated as Lot One (1) on a plat entitled "SUBDIVISION PLAT OF ARNOLD INVESTMENT PROPERTY", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3478, folio 510.

## Parcel Two

BEGINNING for the same at a fence post found where the south side of Revell Highway as shown on a State Roads Plat No. 9393, revised in January 28, 1952, is intersected by the last line of a conveyance from Alfred Johnson to the Board of Education of Anne Arundel County by Deed dated January 4, 1927, and recorded among the Land Records of Anne Arundel County in Liber FSR No. 11, folio 464; said fence post being South sixty-four degrees fourteen minutes East one hundred ninety-four and forty-eight one-hundredths feet along said south Right-of-Way Line as shown on said Plat from the centerline of Whitehall County Road as now paved; said point also being North seventy-six degrees thirty-nine minutes fifty seconds West, sixty-two and ninety-one hundredths feet from the center of the south end of a twenty-four inch concrete culvert pipe running under the Revell Highway; and running from said beginning point so fixed with the south side of said Highway and parallel to and one hundred ten feet South of the center of the grassy strip lying between the east and west bound lanes, South sixty-four degrees fourteen minutes no seconds East, three hundred feet and eighty-six one-hundredths forty and eighty-six one-hundredths feet to a monument set; thence leaving said Highway, South twenty-one degrees, twenty-three minutes no seconds West, two hundred five and fifty-four one-hundredths feet to a monument set in the fence line on the North Boundary of the Orlando Hidout property; thence with said fence line, North sixty-six degrees, thirty minutes no seconds West, three hundred forty-eight and five tenths feet to a fence post at the intersection of said fence with a second fence line running along the West boundary of the Skidmore School property; said post being North sixty-six degrees thirty minutes no seconds West five feet from a monument set in the first mentioned fence line;

thence with the said second fence line which is accepted as the last line of the above mentioned conveyance from Johnson to the Board of Education, North twenty-three degrees thirty-five minutes no seconds East, two hundred eighteen and eighty-eight one-hundredths feet to the place of beginning. Containing 1.71 acres, more or less.

MONUMENTAL TITLE DIVISION  
COMMONWEALTH LAND TITLE INS. CO.  
P. O. BOX 1049  
SEVERNA PARK, MARYLAND 21146  
*Commercial*

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FINANCING STATEMENT

- 1. Name of Debtor: SPW LIMITED PARTNERSHIP  
Address: c/o HRR, Inc.  
111 Water Street, Suite 2110  
Baltimore, Maryland 21202  
Attn: Michael B. Glick
- 2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: 10 Light Street  
Baltimore, Maryland 21202  
Attn: Real Estate Department  
Construction Finance Section

- 3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated as of March 10, 1988 from Debtor to Joseph A. Hulseberg and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described

14-52  
MONUMENTAL TITLE DIVISION  
COMMONWEALTH LAND TITLE INS. CO.  
P. O. BOX 1049  
SEVERNA PARK, MARYLAND 21146  
*Commercial*

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RECEIVED COST BOM 11/11/88  
15/11/88  
AH

in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.
5. Recordation tax on the principal sum of \$3,000,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

SPW LIMITED PARTNERSHIP  
By: HRR, Inc.  
General Partner

By: *Michael B. Glick*  
Michael B. Glick  
President

Secured Party:

MARYLAND NATIONAL BANK

By: *William D. Sherman*  
William D. Sherman  
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Susan Zimmerman Whitman, Esq.

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
- ~~2. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE CITY~~
- ~~3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

Being known and designated as Lots No. 1, 2, 3 and 4 and the bed of the fifty foot (50') common use right of way, shown as Arnell Drive, which parcels comprise 6.175 acres all as more particularly set out and shown on the recorded Plat entitled "ARNOLD INVESTMENT GROUP", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 89, page 25.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 2/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Consignee

Name Cox Creek Refining Company

Address P.O. Box 3407, Baltimore, Maryland 21226

2. Consignor

Name Southwire Company

Address P. O. Box 1000, Carrollton, Georgia 30119

Attn: General Counsel

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) All Copper Anodes, Copper Cathodes, Blister and scrap metals (including all precious metals and other materials contained therein), described as "Copper", including all substitutions, replacements and products in which any such Copper is incorporated or into which such Copper is refined, processed or converted, including such Copper while it is in the form of raw materials, goods in process and finished goods, and all accounts and proceeds in connection therewith, owned and delivered by Southwire Company on consignment to Cox Creek Refining Company.

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Tom S. Murphree*  
(Signature of ~~Debtor~~ Consignee)

Tom S. Murphree, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of ~~Debtor~~ Consignee)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
Signature of Consignor

\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE 11.00

NOTES: 03/11/88

AM



limitation, proceeds of insurance thereon and all guaranties, securities, and liens for the payment of any Receivable, including without limitation, all rights of stoppage in transit, replevin and reclamation and all other rights and remedies of an unpaid vendor or lienor, and any liens held as a mechanic, contractor, subcontractor, processor, materialman, machinist, manufacturer, artisan, or otherwise,

(f) all books, records, customer lists, supplier lists, ledgers, evidences of shipping, invoices, purchase orders, sales orders and all other evidences of business records, including all cabinets, drawers, etc. that may hold the same; computer records, lists, software, programs, wherever located; all whether now existing or hereafter arising or acquired (collectively herein called the "Records"),

(g) inventory, including without limitation (collectively herein called the "Inventory"): (i) all goods manufactured or acquired for sale or lease, and any piecegoods, raw materials, work in process and finished merchandise, findings, or component materials, and all supplies, goods, incidents, office supplies, packaging materials, and any and all items including machinery and equipment used or consumed in the operation of the business of the Debtor or which contribute to the finished product or to the sale, promotion and shipment thereof; (ii) all inventory whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession the Debtor or is held by the Debtor or by others for Receivables, including without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers; (iii) all inventory which may be located on premises of the Debtor or of any carrier, forwarding agents, truckers, warehousemen, vendors, selling agents or third parties; and (iv) all general intangibles relating to or arising out of inventory; and (v) all proceeds and products of the foregoing resulting from the sale, lease or other disposition of inventory, including cash, accounts receivable, other non-cash proceeds and trade-ins,

(h) all patents, copyrights, tradenames, trademarks, application therefor, and licenses to any patent, copyright, trademarks, or tradenames,

EXHIBIT A

All property and assets of any kind, real, personal, tangible, intangible or mixed, wherever located, whether the location is owned or controlled by the Debtor or by a third party, and whether now owned or hereafter acquired by Debtor, including, without limitation:

(a) all equipment, machinery, vehicles, fixtures, goods and furniture ("Property"),

(b) all chattel paper, documents, drafts, checks, acceptances, notes, securities, insurance policies, deposits and writings evidencing a monetary obligation or, to the extent permitted therein, a security interest in or a lease of or a leasehold interest in real or personal property,

(c) all intangibles, contracts and contract rights (including, without limitation, all direct or indirect rights of the Debtor to refund of any income or other taxes or other fees, assessments, payments in lieu of taxes or similar payments from any government, governmental entity, quasi-governmental entity or any political subdivision of any of the foregoing, and any foreign exchange currency contracts), choses in action, general intangibles (as defined in the Uniform Commercial Code as in effect in the State of New York),

(d) any documents of title or other documents or receipts that evidence the right of the Person in possession thereof to receive, hold or dispose of any of the Collateral,

(e) all accounts, accounts receivable, contract rights, general intangibles related to or arising from any account, notes, documents, chattel paper, instruments, acceptances, drafts or other forms of obligations and receivables arising from the sale or lease of inventory or rendition of services in the ordinary course of business or otherwise (all of the foregoing being herein collectively called "Receivables"); together with all goods, inventory and merchandise returned by or reclaimed by or repossessed from customers wherever such goods, inventory and merchandise are located, and all proceeds therefrom including without

(i) all other collateral in which the Debtor may hereafter grant to the Depositary a security interest or, and

(j) all renewals, substitutions, replacements, additions, accessions, proceeds (including, without limitation, insurance proceeds), collections and products of any and all of the foregoing;

provided that Collateral shall not include (i) assets which are subject to those liens described on Schedule I hereto, except that any such lien in favor of First Wisconsin National Bank of Milwaukee shall be included in the Collateral, or (ii) any shares of common stock of Principal Subsidiaries; but provided further that Collateral shall include all direct or indirect proceeds (including without limitation insurance proceeds) and collections of or with respect to any assets excluded from Collateral as provided above.

As used herein:

"Person" means an individual, a corporation, a partnership, an association, a business trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

## SCHEDULE I

PROFESSIONAL SERVICE INDUSTRIES INC.  
 SCHEDULE OF NOTES PAYABLE  
 SEPTEMBER, 1987

<u>DEBTOR</u>	<u>PRINCIPAL BALANCE</u>	<u>DESCRIPTION OF SECURITY</u>
First Wisconsin National Bank Milwaukee, Wisconsin	\$ 2,750,000	Accounts Receivable
Interfirst Bank of Austin Austin, Texas	9,155	First Mortgage on Land and Building located in Austin Texas
Texas Commerce Medical Bank Houston, Texas	861,111	First Mortgage on Land and Buildings in various Counties in Texas
Paul and Raymond Flood Hillside, Illinois	531,296	First Mortgage on Land and Building in Hillside, Illinois
Anchor Savings Bank Atlanta, Georgia Georgia	17,513	First Mortgage on Land and Building in Marietta,
J.I. Case Credit Corporation	15,807	Three Case Tractors
Commercial Federal Savings & Loan Omaha, Nebraska	26,287	First Mortgage on Land and Buildings in Omaha, Nebraska
United Carolina Bank Charlotte, North Carolina	2,893	Office Equipment
Ahmad Elrefai Fairfax, Virginia	43,012	Stock of Washington Testing, Inc.
Union Planters National Bank Memphis, Tennessee	9,683	First Mortgage on Land and Building in Memphis, Tennessee

Various former stockholders of National Foundation Services	320,777	Stock of National Foundation Services, Inc.
Pittsburgh National Bank Pittsburgh, Pennsylvania	200,533	IDB-First Mortgage on Land and Building located in Philadelphia, Pennsylvania
Pittsburgh National Bank Pittsburgh, Pennsylvania	528,079	IDB-First Mortgage on Land and Building located in Pittsburgh, Pennsylvania
Pittsburgh National Bank Pittsburgh, Pennsylvania	208,013	IDB-Chattel Mortgage on Equipment located in Birmingham, Alabama
Mellon Bank Pittsburgh, Pennsylvania	305,760	IDB-First Mortgage on Land and Building located in Atlanta, Georgia
Mellon Bank Pittsburgh, Pennsylvania	259,361	IDB-First Mortgage on Land and Building located in Detroit, Michigan
Swiss Bank Corporation New York, New York	7,700,000	Guarantee of Inspectorate International, LTD.

Mail to Infosearch

\\sss\32\05\16

272002

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 135,881.06

FINANCING STATEMENT

1. Debtor(s):

M.S. Yeatman, Inc., Myles S. Yeatman, Jr.  
 Name or Names—Print or Type  
 115 Franklin Avenue, Baltimore, Maryland 21225  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party:

John A. Alascio, Jr., Eleanor M. Alascio t/a Lexington Produce  
 Name or Names—Print or Type  
 340 W. North Avenue, Baltimore, Maryland 21217  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All stock certificates in M.S. Yeatman, Inc., owned by Myles S. Yeatman, Jr., all accounts receivable of M.S. Yeatman, Inc., as well as all fixtures, vehicles, and equipment and all after-acquired fixtures, vehicles and equipment, one (1) forty foot (40') Egg Harbor yacht, owned by Myles S. Yeatman, Jr., known as "Sweeties Delight", Official Number 526648, Home Port in Norfolk, Virginia.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

RECORD FEE 12.00  
 POSTAGE .50  
 #081450 2777 803 112424  
 03/11/88  
 AH

DEBTOR(S): M.S. YEATMAN, INC.

*Myles S. Yeatman, Jr.*  
 (Signature of Debtor)  
 Myles S. Yeatman, Jr., President  
 Type or Print  
*Myles S. Yeatman, Jr.*  
 (Signature of Debtor) Myles S. Yeatman, Jr.  
 Type or Print

SECURED PARTY:

*Eleanor M. Alascio*  
 Eleanor M. Alascio  
 (Signature of Secured Party)  
*John A. Alascio, Jr.*  
 John A. Alascio, Jr.  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Melvin J. Kodenski, 19 E. Fayette Street, Suite 301,  
 Baltimore, Maryland 21202

1200

FINANCING STATEMENT

Date: 3-8-88

Debtor(s)

Name: Angela M. Cocker & Joseph N. Blackmon  
Address: 7840 Citadel Drive  
Severn, MD 21144

Secured Party: Tower Federal Credit Union  
P.O. Box 123  
Annapolis, Maryland 20701

1. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Addendum - Mobile Home

2. If above described personal property is to be affixed to real property, describe real property.

N/A

3. Proceeds of collateral  are  are not covered.

4. Products of collateral  are  are not covered.

5. This transaction  is  is not subject to a recordation tax.

If subject to tax: Amount Financed \$16,500.00 Recordation Tax \$128.00

RECORD FEE 10.00  
RECORD TAX 115.50  
POSTAGE .50  
RECORDED 0717 803 714128

03/11/88

Debtor(s):

Angela M. Cocker  
(Signature)

ANGELA M. COCKER  
(Type or Print)

Joseph N. Blackmon  
(Signature)

JOSEPH N. BLACKMON  
(Type or Print)

Secured Party:

Tower Federal Credit Union

By: Kimberley A. Besch

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union  
P.O. Box 123  
Annapolis Junction, Maryland 20701

12-  
115.50  
1.50



"ADDENDUM MOBILE HOME"

The undersigned debtor grants to Tower Federal Credit Union, its successors and assigns, a purchase money security interest, in accordance with the terms and conditions of the Security Agreement for Closed End Loan on the reverse side of the Loan Request and Credit Disclosure Statement to which this Addendum I is Attached, in and to the following described personal property:

Collateral: Mobile Home  NEW  OLD

Year: 1987  
 Make and Model: Holiday Park - Forest Park  
 Length and Width: 14'x70'  
 Serial Number: 10280

Equipment (included as part of the collateral):  
 Range # SF3004SP0/FC643131196314  
 Refrigerator # S61429956  
 Freezer # \_\_\_\_\_  
 Dishwasher \_\_\_\_\_  
 Clothes Washer C72121123/82427800  
 Dryer M72511293/86467800  
 Awnings \_\_\_\_\_  
 Skirting 14'x70'  
 Air Conditioning Unit F0000031751  
 Acc. Shed 9'x10'  
 Furniture (Mfgs. Floor Plan \_\_\_\_\_)  
 Other \_\_\_\_\_

Primary use of collateral:  
 Personal, family or household  
 Farming Operations  
 Business

Will the collateral be affixed to the land?  NO  YES

If yes, give full name of the record owners of the land: \_\_\_\_\_

The collateral is to be located at: Chesapeake Mobile Park  
Danvers, MD 21076 (OFF RIDGE RD)

Date: 3/1/88

Joseph N. Blackmon  
DEBTOR/

Angela M. Coker  
DEBTOR

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

A15502

10137

1150

AA

500A 524 PAGE 187

272071

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

\*\* This is a conditional sales contract \*\*

This financing statement Dated 2/22/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Circle Machine Service, Inc.
Address 150-C Blades Lane Glen Burnie, MD 21061

2. SECURED PARTY

Name AEL Leasing Co., Inc.
Address P.O. Box 13428 Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Blanchard 36" Grinding Machine

RECORD FEE 11.00
POSTAGE .50
FEB 25 1988
02/22/88
AA

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)
Circle Machine Service, Inc.

Signature of Debtor

EVAM BRIERLEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

(Signature of Secured Party)
Shirley Camilli Ofc Adm

Type or Print Above Signature on Above Line

1150

272005

FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX

This Financing Statement dated March 8, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: SEONG JA KO

Address: 1 Ridgeview Court  
Rockville, MD 20854

2. SECURED PARTY

Name: KOREAN FEDERAL CREDIT UNION

Address: 701 West Broad Street  
Falls Church, VA 22046

RECORD FEE 11.00  
#091812 077-913 124-31  
03/11/88  
PA

3. This Financing Statement covers the following types (or items) of property: (list)

All inventory, furnitures, and equipment currently possessed by RIDGEVIEW BEAUTY & BARBER SUPPLY, CO. located at 2657-E Old Annapolis Road, Hanover, MD 21076 and hereafter to be acquired for business purposes.

4. The proceeds of collateral are covered.

KOREAN FEDERAL CREDIT UNION  
Secured Party

Seong Ja Ko [SEAL]  
SEONG JA KO, Debtor

Yong Sik Choe [SEAL]  
YONG SIK CHOE, President

Return after recording to:  
Intak Lee, Esquire  
8401 Colesville Road  
Suite 502  
Silver Spring, MD 20910

<<

272006

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Friday, Janet, Dr. Manganelli, Anthony, Dr. 7 Robinson Road Severna Park, MD 21146	2 Secured Party(ies) and address(es) A.B.L.E. LEASING, INC. 145 W. Lynford Road Richboro, PA 18954	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
--	---	--

4 This financing statement covers the following types (or items) of property: LEASED BY SECURED PARTY TO DEBTOR: 1 E.G.S. 100-2S, Galvanic Unit, S/N#7775S 1 E.G.S. Cart 1 Mettler Sonicator #706, S/N#97S17686 LESSEE HAS NO RIGHT TO SELL OR DISPOSE OF EQUIPMENT.  NOT SUBJECT TO RECORDATION TAX	5 Assignee(s) of Secured Party and Address(es) Cheltenham bank 50 Huntingdon Pike Rockledge, PA 19111 14980C
---	--

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Dr. Janet Friday  
Dr. Anthony Manganelli  
By Dr. Janet Friday DC  
Anthony S. Manganelli DC  
Signature(s) of Debtor(s)

A.B.L.E. LEASING, INC.  
By [Signature]  
Signature(s) of Secured Party(ies)

Title \_\_\_\_\_ Title \_\_\_\_\_

STANDARD FORM - FORM UCC-1. (For Use in Next Serial)

Anne Arundel  
County

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	_____
Date & Hour	_____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 262848

Date of Filing 7/23/86

Record Reference

Maturity date (if any) 7/23/98

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
The Meyercord Co.	365	East North Ave,	Carol Stream,	IL 60187

Name of Secured Party or assignee	No.	Street	City	State
Allied Investment Corporation	1625	I Street,	N.W. Washington,	DC 20006

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00  
 POSTAGE .50  
 HUBBARD CITY ILL 61938  
 03/11/88  
 AH

Debtor(s) or assignor(s)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Type or print name under signature)

Secured Party: Allied Investment Corporation  
(Seal)

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

272007

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Office: Date, Time, No. Filing Office

Eastern Homes  
8291 Washington Blvd.  
Jessup, MD 20794

Security Pacific Housing  
Services, Inc.  
100 Berwyn Park Suite 101  
Berwyn, PA 19312

RECORD FEE 11.00  
POSTAGE .50

5 This financing Statement covers the following type(s) of property

6 Assignee(s) of Secured Party and Address(es)

SEE ATTACHMENT

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or					
<input type="checkbox"/> already subject to a security interest in another jurisdiction					
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean					
<input checked="" type="checkbox"/> Consignee(s) and Consignor(s), or					
<input type="checkbox"/> Lessee(s) and Lessor(s)					

By Eastern Homes inc  
Quinn Arnoldy Sec.  
Signature(s) of Debtor(s)

SECURITY PACIFIC HOUSING SERVICES, INC.  
By Deborah A. Stegall  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

All of Dealer's inventory, new and used and repossessed Units, presently owned and hereafter acquired (including but not limited to manufactured homes, motorhomes, travel trailers, camper units, boats and recreational vehicles), equipment used or intended for use in conjunction therewith, accounts, contract rights, accounts receivable, general intangibles, chattel paper covering the property described above, any such property returned to Dealer, including such property as may be after-acquired property, and any and all proceeds thereof.

272003

BOOK 524 PAGE 193

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

1 Debtor(s) (Last Name First) and Address(es)  
Eastern Homes, Inc.  
8291 Washington Blvd.  
Jessup, MD 20794

2 Secured Party(ies) Name(s) and Address(es)  
Security Pacific Housing Services, Inc.  
100 Berwyn Park Suite 101  
Berwyn, PA 19312

3  The Debtor is a transmitting utility

4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00  
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property Debtor (consignee) hereby grants secured party (Consignor) a security interest in all returned and repossessed manufactured homes and proceeds thereof now or hereafter in possession of debtor whether for consignment, storage, or for resale and covered by this security agreement held by secured party.

6 Assignee(s) of Secured Party and Address(es) 7/27/82

03/11/88

PH

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

NOT SUBJECT TO RECORDATION TAX

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction.  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

EASTERN HOMES, INC.

SECURITY PACIFIC HOUSING SERVICES, INC.

By

(1) FILING OFFICER COPY - NUMERICAL (3/83)

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Captain's Choice Marine, Inc. 1335 Generals Highway Crownsville, MD 21032-0416	2. Secured Party(ies) and address(es) The CIT Group/Sales Financing, Inc. 505 S. Main - Suite 1025 Orange, CA 92668	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 43893 CIT REG 72442 03/03/88 CTR
4. This statement refers to original Financing Statement bearing File No. <u>43893 C 777</u> <u>500-467</u> Filed with <u>Anne Arundel County</u> Date Filed <u>January 3</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: \_\_\_\_\_ The CIT Group/Sales Financing, Inc.  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). By: [Signature] DIV. MGR  
 (1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3  
 10 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 3/2/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Smith, Barbara Lee Trainer

Address 523 Bay Hills Drive, Arnold, Maryland 21012

2. SECURED PARTY

Name Mellon Bank (East) National Association

Address One Mellon Bank Center, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

General intangibles, choses in action, rights to payment and proceeds thereof.

RECORD FEE 11.00  
POSTAGE .50  
MELLON 1177 03 11443  
03/11/88  
AH

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Barbara Lee Trainer Smith  
(Signature of Debtor)

Barbara Lee Trainer Smith  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MELLON BANK (EAST) NATIONAL ASSOCIATION

By: Deborah K Wind  
(Signature of Secured Party)

Deborah K. Wind, Banking Officer

Type or Print Above Name on Above Line

1150

272010

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: \_\_\_\_\_

The Debtor is a non-residing entity.

1. Debtor(s) (Last Name First, and Address(es))  
 RUTH MC DONALD  
 LYNDA G. MC DONALD  
 6 S GAIL ST  
 LAUREL MD

2. Secured Party(ies) Name(s) and Address(es)  
 GREEN TREE ACCEPTANCE INC.  
 2200 OPITZ BLVD #245  
 WOODBRIDGE VA 22191

3. Filing Office (Date, Time, No. Filing Office)  
 RECEIPT FEE 11.00  
 POSTAGE .00

4. The Financing Statement covers the following  Yes  No  Part of property:  
 1983 TRIPLE A HOMES 36961055 1983 SILVER ENGLE  
 44 X 24 SERIAL # 44100P  
 \*AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND  
 APPURTANES THEREIN AND THERETO, INCLUDING BUT NOT  
 LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
 \*Production of the Collateral is subject to  AGREEMENT AND/OR RETAIL  
 \* Describe Real Estate Here: \_\_\_\_\_  This statement is to be indexed in the Real Estate Records.

5. Name of a Record Owner: \_\_\_\_\_

6. A (name(s) of Secured Party and Address(es))  
 GREEN TREE ACCEPTANCE INC.  
 2200 OPITZ BLVD #245  
 WOODBRIDGE VA 22191  
 RECEIPT FEE 1.00

7.  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
 The timber to be cut is mineral or the like, including oil and gas in situ.  
 \* Describe Real Estate in Item 8: \_\_\_\_\_

No. & Street: \_\_\_\_\_ Town or City: \_\_\_\_\_ County: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction, or  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignor(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

RUTH MC DONALD LYNDA G. MC DONALD GREEN TREE ACCEPTANCE INC.

By: *Ruth McDonald* *Lynda McDonald* *Isabel Manfredi*  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY - NUMERICAL  
 STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

THIS STATEMENT is presented to a filing office for FILING PURSUANT to the Uniform Commercial Code.		No. of additional Sheets Presented	<input type="checkbox"/> This document is a transmitting office.
1. Debtor(s) (Last Name First and Addressed):  Linton, Thomas S. 317 Tucker St. Annapolis, MD 21401	2. Secured Party(ies) (Name(s) and Addressed):  Chelsea Groton Savings 1 Franklin Sq Norwich, Ct 06360  ACCT # 64100305	Filing Office Date Time for Filing Office 268480 Book 514 Page 273	

This statement refers to original Financing Statement No. 514-213 and date \_\_\_\_\_ with \_\_\_\_\_

- A. Correction: The original Financing Statement bearing the above file number is not effective.
- B. Termination: The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release: From the collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: \_\_\_\_\_
- D. Assignment: The Secured Party of record has assigned the Secured Party's rights in the property described herein under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below: \_\_\_\_\_
- E. Amendment: The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

SEARCH FEE 10.00  
 POSTAGE .50

This statement is to be indexed in the Real Estate Records. Section \_\_\_\_\_ Book \_\_\_\_\_ of \_\_\_\_\_

AH 3/11/88

By \_\_\_\_\_ Signature(s) of Debtor(s) (only on amendment)

By Anne E. McManus Signature(s) of Secured Party(ies)  
 Anne E. McManus

STATE OF MARYLAND

272012

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded to land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

RECORD FEE 22.00

Name Branham, John E.

Address 8133 Hog Neck Road Pasadena, MD 21122

POSTAGE 1.50

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John E. Branham

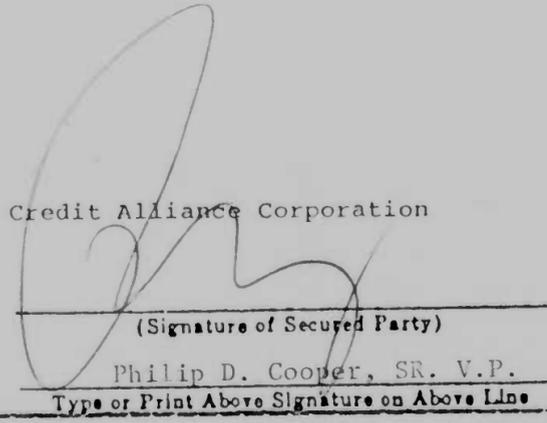
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

  
\_\_\_\_\_  
(Signature of Secured Party)  
Philip D. Cooper, SR. V.P.  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

BOOK 524 PAGE 199

TO: Beltway International Trucks, Inc. (Seller)

FROM: John E. Branham (Buyer)

1800 Sulphur Spring Road Baltimore, MD 21227 (Address of Seller)

8133 Hog Neck Road Pasadena, MD 21122 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1988 International Model F2574 Dump Truck, S/N IHT3PG3T0JR565496

- (1) TIME SALES PRICE \$ 97,696.80
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 97,696.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8133 Hog Neck Road Pasadena, MD 21122

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety seven thousand six hundred ninety six and 80/100 Dollars (\$ 97,696.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 7th day of April, 19 88, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of \$ 1,628.28 and the final installment being in the amount of \$ 1,628.28

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The maker, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense, to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: March 3, 19 88

Accepted Beltway International Trucks, Inc. (SEAL) (Print Name of Seller Here)

John E. Branham (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] Co-Buyer-Maker: John E. Branham. (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

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**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) immediately deliver possession of the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (Guarantor-Endorser) (L.S.)  
 (Guarantor-Endorser)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (Guarantor-Endorser) (L.S.)  
 (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any present or future provisions of law hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (Witness) \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 By: \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 3, 1988

between Deltway International Trucks, Inc., as Seller/Lessor/Mortgagee

and John E. Branham 2123 Hog Neck Road Pasadena, MD 21122  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct; and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to use and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined herein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 27,000.00  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 31<sup>st</sup> day of March, 19 88

Deltway International Trucks, Inc.  
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

272013

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):  
David G. Smith T/A  
David G. Smith Lumber Co.  
P. O. Box 115  
Davidsonville, MD 21035  
M-31749A

(2) Secured Party(ies) (Name(s) And Address(es)):  
ALBAN TRACTOR CO. INC.  
P. O. BOX 9595  
BALTIMORE, MD. 21237

RECORD FEE 12.00  
POSTAGE .50

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):  
Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, Va 23288

For Filing Officer

4001920 0777 803 71447

03/11/88

(5) This Financing Statement Covers the Following types [or items] of property

One (1) New Caterpillar Model #920 Wheel Loader S/N 62K13205  
One (1) New Balderson Model #BLL920 Log & Lumber Forks  
S/N 142985

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF  
 Products of the Collateral Are Also Covered.

AA

(6) Signatures: Debtor(s)  
David G. Smith T/A  
David G. Smith Lumber Co.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) David G. Smith, Owner  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) Mark A. Welch, Asst. Sec.  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

1250

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented
1. Debtor(s) (Last Name First and Address(es))	2. Secured Party(ies) Name(s) And Address(es)	For Filing Officer <i>AH</i>
Whittington, Robert E. 111 Church Road Arnold, MD 21012	Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	
3. (a) This statement refers to original Financing Statement bearing File No. 268961 515 456 19 Filed with <u>Anne Arundel Co.</u> Date Filed <u>8/7/87</u> (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.	
5. <input type="checkbox"/> Termination.	Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)	
6. <input checked="" type="checkbox"/> Assignment.	The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.	
7. <input type="checkbox"/> Amendment.	Financing statement bearing file number shown above is amended as set forth in Item 9.	
8. <input type="checkbox"/> Release.	Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.	
9.	Associates Commercial Corporation, 8002 Discovery Drive, #420, Richmond, VA 23288 Caterpillar Model 953 Loader SN/20Z01351	
10. Signatures:	Alban Tractor Co., Inc.	
By _____	By <i>Mark N. Welsh</i>	Mark N. Welsh, AS Secured Party(ies)
Debtor(s) (necessary only if Item 7 is applicable)	Standard Form Approved by N. C. Sec. of State and other States shown above.	

(1) Filing Office Copy - Numerical

FINANCING STATEMENT CHANGE

UCC-3

BOOK 524 PAGE 204

273011

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [ ] Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

David & Susan Wise  
2804 Caraway Court  
Edgewater, MD 21037

2 Secured Party(ies) and address(es)

SECURITY PACIFIC FINANCIAL SERV  
30 E PADONIA RD SUITE 207  
TIMONIUM, MD, 21093

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 10.00  
RECEIVED 11/11/88  
AA

4 This financing statement covers the following types (or items) of property

CULLIGAN WATER TREATMENT SYSTEM  
2804 Caraway Court  
Edgewater, MD 21037

~~RINAXX~~ CONDITIONAL SALES CONTRACT ,NOT SUBJECT TO TAX.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with ANNE ARUNDEL COUNTY

*Susan L. Wise*  
Signature(s) of Debtor(s)

SECURITY PACIFIC FINANCIAL SERVICES

By *Thomas J. Linsen Manager*  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

12

202015

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented.  The Debtor is a transmitting utility.

1. Debtor(s) Last Name First and Address(es) 2. Secured Party(ies) Name(s) and Address(es) 4. For Filing Office: Date, Time, No. Filing Office  
STEPHEN D. SKARYA PROFESSIONAL MOBILE HOME BROKERS  
8205 WASHINGTON BLVD., LOT 10401 LANHAM-SEVERN RD.  
JESSUP, MD. 20794 62 LANHAM, MD. 20706  
TAMMY D. SKARYA  
RECORD FEE 12.00

5. This Financing Statement covers the following type(s) (or types) of property 6. Assignee(s) of Secured Party and Address(es)  
1973 3934102299  
65 X 12 CONCORD Rooms Crescent Financial, Inc.  
1623 Forest Drive Suite 201  
Annapolis, MD 21401

To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail security agreement.  
7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or materials or the like (including oil and gas) is on \*  
\*(Describe the Real Estate in Item 8.)

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records. 9. Name of a Record Owner  
4081950 0187 903 11449

No. & Street Town or City County Section Block Lot 11/38

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State  
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

Signature of Debtor(s): Stephen D. Skarya, Tammy D. Skarya  
Signature of Secured Party(ies): Crescent Financial, Inc., Linda Jagant  
(1) Filing Office Copy - Numerical  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

272016

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. Names and Addresses of Debtors:

DART CARD SHOP, INC.  
 and  
 DART HOME CORP.  
 and  
 T&H DISTRIBUTORS, INC.  
 and  
 DART DRUG STORES, INC.  
 and  
 PIKE GOURMET, INC.  
 and  
 DART DRUG CORPORATION, MARYLAND

SEARCH FEE 16.00  
 POSTAGE .50  
 12-11-88  
 PK

3301 Pennsy Drive  
Landover, MD 20785

5120 Nicholson Lane  
Kensington, MD 20795

12137 Rockville Pike  
Rockville, MD 20850

8016 New Hampshire Avenue  
Langley Park, MD 20783

4319 St. Barnabas Road  
Temple Hills, MD 20748

6828 Race Track Road  
Bowie, MD 20715

123 Bowie Road  
Laurel, MD 20707

2340 University Boulevard  
Adelphi, MD 20783

9185 Central Avenue  
Capitol Heights, MD 20743

6250 Kenilworth Avenue  
Riverdale, MD 20737

6711 Annapolis Road  
Landover Hills, MD 20784

13625 Georgia Avenue  
Silver Spring, MD 20906

3445 Ft. Meade Road  
Laurel, MD 20707

P.O. Box 5023, Route 301  
Waldorf, MD 20601

5775 Crain Highway  
Upper Marlboro, MD 20772

5820 Silver Hill Road  
District Heights, MD 20747

6210 Branch Avenue  
Temple Hills, MD 20748

12788 Old Fort Road  
Fort Washington, MD 20744

Route 210 and 227  
Bryans Road, MD 20616

15136 Frederick Road  
Rockville, MD 20850

7756 Marlboro Pike  
Forestville, MD 20772

9457 Annapolis Road  
Lanham, MD 20706

602 Quince Orchard Road  
Gaithersburg, MD 20878

Halfway Boulevard  
Hagerstown, MD 21740

1633 Crofton Center  
Crofton, MD 21113

5110 Nicholson Lane  
Kensington, MD 20895

1850

11111 Georgia Avenue  
Wheaton, MD 20902

4601 East-West Highway  
Bethesda, MD 20814

6169 Livingston Road  
Oxon Hill, MD 20745

7475 Greenbelt Road  
Greenbelt, MD 20770

13855 Outlet Drive  
Silver Spring, MD 20904

218 N. Frederick Avenue  
Gaithersburg, MD 20878

6875 New Hampshire Avenue  
Takoma Park, MD 20912

5416 Annapolis Road  
Bladensburg, MD 20710

12029 Georgia Avenue  
Wheaton, MD 20902

7341 Landover Road  
Landover, MD 20785

2. Names and Addresses of Secured Parties:

**SIGNET BANK/VIRGINIA**  
8300 Boone Boulevard  
Vienna, Virginia 22180  
Attn.: Mr. David Linthicum

**AMERICAN SECURITY BANK, N.A.**  
1501 Pennsylvania Avenue, N.W.  
Washington, D.C. 20013  
Attn: Ms. Linda C. Mansbach  
Assistant Vice President

3. This Financing Statement covers the following types (or items) of Property:

**Inventory.** All of the Debtors' now owned and hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in the Debtors' business or used in connection with the manufacture, packing, shipping, advertising, selling, or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them. Inventory shall not include any items of equipment (as defined in the Uniform Commercial Code of the District of Columbia.)

**Receivables.** All of the Debtors' now owned and hereafter acquired accounts (whether or not earned by performance), proceeds of any letters of credit naming the Debtors as beneficiary, contract rights, chattel paper, instruments (other than certificated securities), documents, general intangibles (including, without limitation, tax refunds, tax refund claims, patents, trademarks, trade names, goodwill, blue prints, and drawings relating thereto), and all other forms of obligations owing to the Debtors (including, without limitation, advertising rebates), all guarantees and other security therefor, all merchandise returned to, or repossessed by, the Debtors, and all rights of stoppage in transit and all other rights or remedies of an unpaid vendor, lienor or secured party.

4. The Debtors certify that no recordation tax is due in connection with the filing of this Financing Statement.

Debtors:

DART CARD SHOP, INC.

DART HOME CORP.

By: [Signature] (SEAL)

By: [Signature] (SEAL)

T&H DISTRIBUTORS, INC.

DART DRUG STORES, INC.

By: [Signature] (SEAL)

By: [Signature] (SEAL)

PIKE GOURMET, INC.

DART DRUG CORPORATION, MARYLAND

By: [Signature] (SEAL)

By: [Signature] (SEAL)

DATED: February 18, 1988

Clerk, please return to: Shaun F. Carrick, Esquire  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202

- PLEASE RECORD WITH: — Maryland State Department of Assessments and Taxation
- Circuit Court for Anne Arundel County, Maryland (Financing Statement Records)
- Circuit Court for Charles County, Maryland (Financing Statement Records)
- Circuit Court for Montgomery County, Maryland (Financing Statement Records)
- Circuit Court for Prince George's County, Maryland (Financing Statement Records)
- Circuit Court for Washington County, Maryland (Financing Statement Records)

272017

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>Michael Dove 260 Rupert Circle Baltimore, Md. 21204</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: _____</p> <p>Return to Secured Party</p>
---	---

3 This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever.

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

Other 1964 Fleetwood Serial #5750606 - Mobilehome

RECORD FEE 11.00  
RECORD TAX 7.00  
RECORD TAX 65.00

4 Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5 This transaction (is) (is not) exempt from the recordation tax (Md.) Principal amount of debt initially incurred is \$10,000.00

#044680 CITY REC 114451  
03/11/88

AK

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Michael Dove  
(Type Name)

By: Penny L. Jordan

By: Michael Dove

Penny L. Jordan  
(Type Name)

By: \_\_\_\_\_

January 20, 1988  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. Md., Va., D.C., Pa.

Stamp = \$70.00  
Records 11.00  
Postage 50  
481.50

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 524 PAGE 210  
272013

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Safety Kleen Corporation  
150 G Penrod Court (Name or Names) Glen Burnie, Maryland 21061  
(Address) CPSL 2491  
LESSEE \_\_\_\_\_  
(Name or Names) \_\_\_\_\_  
(Address) \_\_\_\_\_

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association  
Of LESSOR \_\_\_\_\_  
(Name or Names) 2001 E. Joppa Road Baltimore, Maryland 21234  
(Address) \_\_\_\_\_

4. This financing Statement covers the following types (or items) of property:

One - Mita, DC1255, Copier; S/N 46001591

RECORD FEE \$1.00  
POSTAGE .30  
MISCELLANEOUS COSTS \$14.51  
03/12/88  
AH

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Safety Kleen Corporation  
By: John M Osborne MSL  
JOHN M OSBORNE (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
Manager  
By: Brian G Connelly  
Brian G. Connelly (Title)  
(Type or print name of person signing)

Return to:  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 202010

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 3/30/87, Schedule # 01, dated 4/2/87 between Assignor as Lessor and LEASE ACCOUNT # 0330780 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 2/24/88 between Assignor and Assignee:

one (1) 1972 Model RT63S Grove Crane 30 ton Cherry Picker s/n 19388

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Signature of Debtor

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Signature of Secured Party

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with

1150

1366

RECORD FEE 11.00
POSTAGE .50
03/11/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272020

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 1/5/88, Schedule # 02, dated 2/3/88 between Assignor as Lessor and LEASE ACCOUNT # 850180 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated February 23, 1988 between Assignor and Assignee:

- 1 (one) Modernfold Acoustiseal 933E Partition
Finish - Vinyl Size: 97' 10" x 13' 11 1/2"
STC (Sound Rating) 49 with track and trolley

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Handwritten signature of Frank J. Sarro, III

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Handwritten signature of William J. Ottey

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

RECORD FEE 11.00

POSTAGE .50

#182000 CTTT R03 114152

03/11/88

AH

Filed with Anne Arundel County

1150

1365

277001

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 1/5/88, Schedule # 01, dated 2/3/88 between Assignor as Lessor and LEASE ACCOUNT # 850180 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated February 23, 1988 between Assignor and Assignee:

- 1 (one) Modernfold Acoustiseal 932 Partition  
Finish - Vinyl Size: 89' x 12'  
STC (Sound Rating) 49  
with Track & Trolley

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
482010 0777-003 114-52  
08/11/88  
AA

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.  
Frank J. Sarro III  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1/10

1364

FINANCING STATEMENT

Date: 03-04-88

Debtor(s)

Name: Melvin E. Phannenstein

272002

Address: 8918 Park South Dr.  
Glen Burnie, MD. 21061

Secured Party: Tower Federal Credit Union  
P.O. Box 123  
Annapolis, Maryland 20701

1. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

2. If above described personal property is to be affixed to real property, describe real property.

3. Proceeds of collateral  are  are not covered.

4. Products of collateral  are  are not covered.

5. This transaction  is  is not subject to a recordation tax.

If subject to tax: Amount Financed \_\_\_\_\_ Recordation Tax \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
RECORD CITY MS 114:53  
03/11/88

At

Debtor(s):

Secured Party:

X Melvin E. Phannenstein  
(Signature)

Tower Federal Credit Union

Melvin E. Phannenstein  
(Type or Print)

By: Theresa P. King

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print)

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union  
P.O. Box 123  
Annapolis Junction, Maryland 20701

11.50

272033

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Earnest and Associates, Inc.  
Address 7455 New Ridge Road Suite N, Hanover, MD 21076

2. SECURED PARTY

Name TransFinancial Leasing Corp.  
Address The Steffey Building, Suite 200B  
407 Crain Highway, Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00  
POSTAGE .50  
4082040 DTG:RJS 7/14/88  
3/11/88  
AK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Earnest and Associates, Inc.

*William T. Earnest*  
(Signature of Debtor)

William T. Earnest - Pres.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.

*Frank [Signature]*  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1150

Earnest and Associates, Inc.

Schedule 01

EQUIPMENT LISTQUANTITYDESCRIPTION

4 (four)	Executive Desks Walnut 36X72 #EN5610
3 (three)	Credenza - Kneehole - 72" Walnut #EN5414KSCD
1 (one)	Credenza - Sliding Doors - 72" Walnut #EN5414-72
1 (one)	Conference Table - 42" Round - Walnut #ENTC42R1
2 (two)	Conference Tables - Boat - Walnut #Bell13672
22 (twenty two)	Sled Base Side Chairs - Grey/Walnut #343
1 (one)	Secretarial Chair - Gas Lift - Grey/Chrome #4500
6 (six)	Stack Arm Chairs - Burgundy #102
2 (two)	Traditional Side Chairs - Walnut/Burgundy #2120-11
3 (three)	Conference Boards - Single Doors #MDE-2
1 (one)	Lecturn - Walnut #LE100
1 (one)	Omni Conference Board w/Screen - Walnut/Bronze #7600
2 (two)	Omni Conference Boards Screen - Walnut Veneer #7400
1 (one)	Kwik File - Office Maker Credenza - Grey #601551
20 (twenty)	Swivel Exec. Chairs - Mauve #TL100
9 (nine)	Stylux Tables - 30 x 60 - Walnut Chrome #6030T
1 (one)	Credenza - 48" Sliding Doors - Walnut #113048CR17
3 (three)	Folding Tables - 30 x 73 #SAM3072
4 (four)	Exec. L Units (30 x 60 w/30" Corner Connectors Pedestal Unit #Virco
4 (four)	Triangle Units (30 x 60 Tables w/triangle and Pedestal Units
1 (one)	Conference Table - Traditional 60" Round
1 (one)	Computer Work Area: 3 (three) Center Tables w/keyboard drawers; 3 (three) Tables, 48x24x29; 1 (one) Rolling File; 1 (one) Pedestal; 2 (two) Pencil Drawers; 2 (two) Overhead Units; 1 (one) Work Table 30 x 60; 1 (one) Work Table 48 x 24 x 29 - Grey/Black Trim #Crown
1 (one)	Reception Desk Grey Laminate #Special
1 (one)	Mobile Pedestal - Grey #1951

Earnest and Associates, Inc.

BY: William P. ParnellTITLE: President

TransFinancial Leasing Corp.

BY: Frank J. LaneTITLE: President

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 1-12-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Easton Petroleum Company, Inc.

Address 8195 Ritchie Highway, Pasadena, MD 21122

2. ~~SEXXXXXXXXXXXX~~ Lessor

Name Dominion Leasing Corporation

Address P.O. Box 13327, Roanoke, VA 24040

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT LOCATION: 1229 Generals Highway  
Crownsville, MD

Name and address of Assuree

1 - 30' X 50 Island Canopy with 8 m/v Lighting Kits  
"LESSEE HAS THE OPTION TO PURCHASE AT END OF LEASE CONTRACT"  
"NOT SUBJECT TO RECORDATION TAXES"

Anne Arundel County

RECORD FEE 11.00  
1-12-88 677 833 114483  
03/11/88  
A+

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Easton Petroleum Company, Inc.

[Signature]  
(Signature of ~~XXXXXX~~) Lessee

E. PATRICK COLE  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

E. Patrick Cole, President  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of ~~XXXXXXXXXXXX~~) Lessor

Stephen B. Booth, Assistant Vice President  
Type or Print Above Signature on Above Line

11-

STATE OF MARYLAND

272005 8704175

FINANCING STATEMENT FORM UCC-1

Identifying File No. 524 PAGE 218

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Glen Broadwater & Sons Auto Repair

Address 512 Crain Hwy. Bldg. 4 Glen Burnie, MD 21061

2. SECURED PARTY

Name Seaboard Leasing Co.

Address 2861 Jessup Rd. Jessup, MD 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Diagnostic System III model #25-190 s#65473

Name and address of Assignee  
EATON FINANCIAL CORP.  
The Beaumont Bldg.  
P.O. Box 9104  
Framingham, MA 01701

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, § 7(g)(2)

"Equipment Lease - does not create a security interest."

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Glen M. Broadwater*  
\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)

*Em...*  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

11

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

272026 #106728  
Identifying File No. 524 PAGE 219

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name Dealer Services, Inc.  
Address 2543 Lavall Ct. Davidsonville, MD 21035

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION  
Address The Beaumont Building, P.O. Box 9104  
Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Anstrad Business Computer System Consisting of:

Name and address of Assignee

1) PC 1640 Computer w/20MB Hard Drive, Single Drive & Monochrome Monitor

1) Anstrad DMP 4000 Printer w/Cable

All Supporting Software

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

"Equipment Lease - does not create a security interest."

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dealer Services, Inc.

For Authorization see copy of Lease  
(Signature of Debtor) Lessee

EATON FINANCIAL CORPORATION

Type or Print Above Name on Above Line

(Signature of Secured Party) Lessor

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

130



106 728

Beaumont Building • P.O. Box 9104 • Framingham, MA 01701 • Tel. (617) 620-0099

NAME AND ADDRESS OF LESSEE  
 (Complete Legal Name)

DEALER SERVICES INC.  
 2543 LAVALL CT.  
 DAVIDSONVILLE MD. 21035

SUPPLIER OF EQUIPMENT (Complete Address)

ANNAPOLIS TYPEWRITER CO., INC.  
 2120 FOREST DRIVE  
 ANNAPOLIS MD., 21401

HAROLD LEYH  
 PERSON TO CONTACT

(301) 261 6958  
 TELEPHONE NO.

KAY DAVIDSON  
 SALESPERSON

(301) 266 6310  
 TELEPHONE NO.

DESCRIPTION OF EQUIPMENT LEASED / (include make, year, model, identification and model numbers or marks)

- AMSTRAD BUSINESS COMPUTER SYSTEM CONSISTING OF:
- 1 ea PC1640 COMPUTER WITH 20 MEGABYTE HARD DRIVE, SINGLE DRIVE AND MONOCROME MONITOR
  - 1 ea AMSTRAD DMP4000 PRINTER WITH CABLE
  - ALL SUPPORTING SOFTWARE

EQUIPMENT TO BE DELIVERED AND LOCATED AT

2543 LAVALL CT., DAVIDSONVILLE MD. 21035

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE.

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST X ONE TWO THREE FOUR OTHER M/S OTHER M/S
		PAYMENT	TAX	OTHER		
24 MONTHS	24	\$120.40	\$6.02		\$252.84	

ADDITIONAL PROVISIONS

NONE

**2. LEASE.** Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the Lease Payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease. THE LEASE PAYMENTS SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD IF THE ACTUAL TOTAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE, AND IN THAT EVENT THE LESSEE AUTHORIZES LESSOR TO ADJUST THE LEASE PAYMENTS UPWARD OR DOWNWARD NOT TO EXCEED TWENTY PERCENT (20%).

**3. WARRANTIES.** LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages, and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

**4. DELIVERY AND ACCEPTANCE.** The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

DEALER SERVICES, INC.

~~EATON FINANCIAL CORPORATION~~

LESSEE

X by Harold Leyh  
 Authorized Signature and Title

by \_\_\_\_\_  
 Authorized Signature and Title

Date 12/15/81 Harold Leyh - 1405

Date \_\_\_\_\_

AFFIX SEAL

5. **USE** LESSEE shall use Equipment solely in the conduct of its business, and in a careful and proper manner, and will not assign this Lease or its interest hereunder. Additionally, the LESSEE, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. LESSEE shall not make any alterations to Equipment without the prior written consent of LESSOR. All Equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

6. **LOCATION** Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of LESSOR.

7. **TIME** Time being of essence to this lease in the event that any Lease Payments required to be made hereunder are not received by LESSOR within five (5) days from their due date, LESSEE agrees to pay in addition thereto a delinquency charge equal to five percent (5%) of the amount of said payment(s).

8. **LOSS AND DAMAGE** Upon shipment of Equipment to LESSEE, the LESSEE hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. **INSURANCE** LESSEE shall keep Equipment insured against all risks of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of the total unpaid Lease Payments for the balance of the term of this Lease plus an amount equal to twenty percent (20%) of the actual cost to LESSOR of such Equipment. LESSEE shall deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy naming the LESSOR as claimant or loss payee with respect to the Equipment within twenty-one (21) days from the date of the expiration by LESSOR of this Lease. In the event that the LESSEE fails to deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy as set forth above and within the time period as above stated, then LESSOR may procure such insurance and LESSEE shall pay LESSOR a charge for said insurance.

LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage to the Equipment under the Property Insurance Policy.

LESSEE shall also carry public liability insurance for both personal injury and property damage covering the maintenance, use or operation of the Equipment, and said Public Liability Insurance Policy shall be in the name of the LESSOR and LESSEE and shall be in such form and contain such terms, amounts, and with such insurance companies satisfactory to LESSOR.

10. **LAWS, TAXES AND OTHER FEES** LESSEE shall comply with all laws and regulations relating to the use of the Equipment and shall save LESSOR harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom, if compliance with any law and/or regulation or permit by any Government agency requires changes or additions to be made to or to Equipment. Such changes or additions shall be made by LESSEE at its own expense. LESSEE shall promptly pay, when due, all license fees, registration fees, assessment charges and taxes, municipal, state and federal, including, however, any taxes payable in respect to LESSOR'S equipment, which shall hereafter be imposed upon the owner's possession, leasing, renting, operation, identity, use, maintenance, delivery and/or return of the Equipment. In addition, LESSEE shall pay LESSOR a charge for LESSOR'S handling or collecting of property and/or state taxes.

11. **TITLE RECORDING** Title to Equipment shall at all times remain in LESSOR. The LESSEE shall at all times keep the Equipment free and clear from all liens, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give LESSOR immediately written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE authorizes LESSOR, its successors, assigns and lenders to LESSOR, to file a notation, photograph or other reproduction of this Lease as a financing statement for the Equipment, and LESSEE further authorizes LESSOR in LESSEE'S name to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Lease is not a true Equipment Lease Agreement. The Equipment is and shall remain personal property, irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR.

12. **DEFAULT** In the event LESSEE shall default in the payment when due of any Lease Payment, additional Lease Payment, or any other sums due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the other terms and conditions of this Lease or in the event of any default or breach of the terms and conditions of any other Equipment Lease Agreements or Rental Agreements between LESSEE and LESSOR, or if any execution or other process shall be issued in any action or proceeding against the LESSEE, whereby the said Equipment may be taken or distrained, or if the LESSEE shall enter into any agreement or composition with its creditors, or LESSEE becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, trustee, conservator or liquidator of LESSEE (total or a substantial part of its assets is appointed with or without the application or consent of LESSEE, or a petition is filed by or against LESSEE under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by LESSEE of any of the terms of any loan or credit agreement, or default thereunder, or if the financial condition of the LESSEE'S business affairs shall so change as to, in LESSOR'S opinion, impair LESSOR'S Equipment or increase the credit risk involved, then and upon the happening of any of these event(s), LESSOR shall have the right to do any one or more of the following:

- (1) declare this Lease in default upon written notice to LESSEE, whereupon the entire amount of Lease Payments remaining to be paid over the balance of the Lease Term of this Lease of all Equipment then leased hereunder, together with all other obligations as hereinafter set forth, shall become immediately due and payable; and
- (2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by LESSEE of the covenants and terms of this Lease and/or to recover damages for the breach thereof; and
- (3) terminate this Lease upon written notice to LESSEE; and
- (4) whether or not this Lease be so terminated, and without notice to LESSEE, repossess the Equipment wherever found, with or without legal process, and for this purpose LESSOR and/or its agents may enter upon any premises of or under the control or jurisdiction of LESSEE or any agent of LESSEE without liability for suit, action or other proceeding by LESSEE (any damages occasioned by such repossession being hereby expressly waived by LESSEE) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by LESSOR as aforesaid, LESSEE shall remain liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach thereof under this Lease and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

If LESSEE fails to redeliver any Equipment to LESSOR or LESSOR is unable for any reason to effect repossession of any Equipment, or LESSOR in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

230 A  
LESSOR may also recover from LESSEE all costs and expenses, including, without limitation, attorney's fees, incurred by LESSOR in exercising any of the rights hereunder.

LESSOR at its option may apply the advance Lease Payments against the LESSEE's debt(s) under this Lease.

Any repossession, resale or release of any Equipment by LESSOR shall not be a bar to institution of litigation by LESSOR against LESSEE for damages for breach of this Lease, hereinafter provided, and the commencement of any litigation or the entry of judgment against LESSEE shall not be a bar to LESSOR'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to LESSOR or repossessed by LESSOR pursuant to sub-paragraph (4) above, LESSOR may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may release same for such term and upon such Lease Payment(s) as shall be determined by LESSOR. In the event of the sale or re-leasing by LESSOR of any such Equipment, LESSEE shall be liable for, and LESSOR may elect to recover from LESSEE as liquidated damages for breach of this Lease and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, less the proceeds of any sale or re-leasing of said Equipment, after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, re-leasing, attorney's fees and application fees with respect to such Equipment.

To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise which may require LESSOR to sell, lease or otherwise use any Equipment in mitigation of LESSEE'S damages, as set forth in this Paragraph 12, or which may otherwise limit or modify any of LESSOR'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Lease is invalid or unenforceable in whole or in part, such determination shall not prohibit LESSOR from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which LESSOR seeks to recover full damages for the return of its Equipment.

13. **CUMULATIVE REMEDIES** All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure in the part of LESSOR to exercise and to deliver or to file any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by LESSOR of any right or remedy hereunder preclude any other or further exercise thereof for the exercise of any other right or remedy. Damages occasioned by LESSOR'S taking possession of Equipment are hereby waived by LESSEE. LESSEE waives any right of venue and agrees that all legal equitable or other claims, actions between LESSEE and LESSOR shall be brought in a court of competent jurisdiction at the sole election and determination of LESSOR, and LESSEE consents thereto.

14. **RETURN OF EQUIPMENT** On termination or expiration of this Lease, or upon LESSEE'S default, LESSEE shall, at its expense and expense, return the Equipment to LESSOR at an address specified by LESSOR in the same condition as received, less normal wear and tear and normal depreciation excepted. The LESSEE shall, in addition to all other payments due to LESSOR under the terms of this Lease, pay to LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. **RENEWAL** Unless LESSEE gives 180 days prior to the expiration of the Lease, notice to LESSOR in writing of its intention to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date, without the necessity of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. **ASSIGNMENT** This Lease or any Equipment or any Lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR, without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR under this Lease, and LESSEE'S obligations under this Lease shall not be subject to any defense, offset or counterclaim available to LESSEE against LESSOR.

17. **CONFLICTS** If any provision of this Lease is in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Lease. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereunder, it is agreed that questions of filing or recording shall be determined by the law of such state where the Equipment is located. In all other respects, this Lease shall be governed by the Laws of the Commonwealth of Massachusetts.

18. **NOTICES** All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at the address specified above its signature hereto, or at such other address as may be hereafter specified by like notice by either party to the other.

19. **CAPTIONS** Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. **ACCESS** LESSEE shall, whenever requested, advise LESSOR of the exact location of the Equipment. LESSOR may, for the purpose of inspections, at all reasonable times, enter upon any job, building, or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE, if Equipment is, in the opinion of LESSOR, being used beyond its capacity or in any manner improperly cared for, abused, or misused.

21. **INDEMNITY** LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors and assigns, harmless from any and all liability, damages or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease.

22. **ENTIRE LEASE CHANGES** This Lease contains the entire agreement between the LESSOR and LESSEE and may not be altered, amended, modified, terminated or otherwise changed, except by a writing signed by an executive officer of LESSOR. Notwithstanding the foregoing, LESSEE hereby authorizes LESSOR, without further notice, to complete the description of the Equipment to be leased, the quantity thereof, and to fill in any blank spaces on this Lease, and to date this Lease. LESSEE shall pay LESSOR a charge for LESSOR'S documentation in connection with this Lease.

23. **MISCELLANEOUS** This Lease shall be valid and enforceable when accepted in writing by LESSOR and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon LESSOR and LESSEE and their respective legal representatives, successors and assigns.

24. **OTHER COVENANTS AND WARRANTIES OF LESSEE** LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof, because of any reason, including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of delivery, delivery failure of the Equipment properly to operate, termination by operation of law, or any other cause.

272097

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME EIXTURES.)  
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: 9412 ANNAPOLIS RD. PO BOX 635  
CITY & STATE: LANHAM MD 20706

FILING OFFICER NOTICE:  
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEET.

DEBTOR(S) (AND ADDRESSES)		ROBERT W. QUINN		DATE OF THIS FINANCING STATEMENT	
		1420 KNIGHTS BRIDGE TURN		-02-11-88	
		CROFTON MD	21114	ACCOUNT NO	TAB
					9652

Filed with: ANNE ARUNDEL COUNTY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER PERSONAL CONSUMER PROPERTY"

RECORD FEE 11.00  
RECORD TAX 28.00  
POSTAGE .50  
BUSINESS CITY BOX 14458  
02/11/88  
AH

UNDERLYING TRANSACTION  IS  IS NOT  IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 3508.44

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.  
(SECURED PARTY) \_\_\_\_\_  
BY Michael McArthur \_\_\_\_\_ TITLE \_\_\_\_\_  
ROBERT W. QUINN DEBTOR  
DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11-28-88

UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257844

RECORDED IN LIBER 488 FOLIO 118 ON 8/9/85 (DATE)

1. DEBTOR

Name KENNETH L. FLEMING & DOLORES M. FLEMING  
 Address 3229 Brookmeade Road, Ellicott City, Maryland 21043

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND  
 Address P.O. Box 1596, Baltimore, Maryland 21203  
Michael G. Gallerizzo, c/o Gebhardt & Smith, The World Trade Center,  
Ninth Floor, Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

RECORD FEE 10.00  
 POSTAGE .50  
 RECEIVED BY 7/15/85

CHECK  FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/>                  The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/>                  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/>                  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX                  (Indicate whether amendment, termination, etc.)                  Termination*</p>

\*Termination of The First National Bank of Maryland's Security Interest in the assets described in the Financing Statement referenced above.

03/11/88  
 AH

THE FIRST NATIONAL BANK OF MARYLAND

Dated MARCH 1-1988

By: [Signature]  
 (Signature of Secured Party) AVP  
N.S. HOVERHALL  
 Type or Print Above Name on Above Line

150

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

Maturity Date 3. (if any):

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party Name and Address:

4. For Filing Officer: Date, Time, No.-Filing Office

David G. Fiske  
931 S. St. Asaph Street  
Alexandria, Virginia

Dominion Bank of No.Va.NA  
8150 Leesburg Pike  
Vienna, Virginia

RELEASED BY: [Signature]



5. This statement refers to original Financing Statement No. Liber 486 Page 314 257140 & Liber 429 Pg 346 filed (date) 6/20/85 with Anne Arundel County

- A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the property described in box 7 below.
- D. Assignment The Secured Party of record has assigned to the Assignee whose name and address are shown in box 7 below the Secured Party's rights in the property described in box 7 below under the Financing Statement bearing the above file number.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth in box 7 below. (Signature of Debtor is required.)

8. Filed with  State Corporation Commission  Clerk of Anne Arundel Circuit Court

By \_\_\_\_\_ Signature(s) of Debtor(s) (only on amendment)  
By Frances L. Beswick Signature of Secured Party

22-96 *(BY FILING OFFICER COPY - ORIGINAL)* 1250

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented:

Maturity Date 3. (if any):

1. Debtor(s) (Last Name First) and Address(es)

David G. Fiske  
931 S. St. Asaph Street  
Alexandria, Virginia

2. Secured Party: Name and Address

Dominion Bank of No. Va. NA  
8150 Leesburg Pike  
Vienna, Virginia

4. For Filing Officer: Date, Time, No., Filing Office

RECEIVED FEB 11 1985

5. This statement refers to original Financing Statement No. Liber 486 Page 314 257140 & Liber 429 Pg 234442  
filed (date) 6/20/85 with Anne Arundel County 346

6.  A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the property described in box 7 below.
- D. Assignment The Secured Party of record has assigned to the Assignee whose name and address are shown in box 7 below the Secured Party's rights in the property described in box 7 below under the Financing Statement bearing the above file number.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth in box 7 below. (Signature of Debtor is required.)

8. Filed with  State Corporation Commission

Clerk of Anne Arundel Circuit Court

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

By Frances L. Beswick  
Signature of Secured Party

22-96

BY FILED OFFICE COPY - NUMERICAL

12.50

277000

BOOK 524 PAGE 224

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

1.  The Debtor is a transmitting utility  
4. For Filing Officer: Date, Time, No., Filing Office

1. Debtor(s) (Last Name, First, and Address(es))

2. Secured Party(ies) Name(s) and Address(es)

5. This Financing Statement covers the following type(s) of property

6. Assignment(s) of Secured Party and Address(es)

Products of the Collateral are also covered

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in item 8)

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9. Name of Record Owner

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

By: *Richard A. Brown*  
Signature(s) of Debtor(s)

By: *Andrew M. Sec...*  
Signature(s) of Secured Party(ies)

(3-83)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

272030

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies)

Address(es) And Name(s):

4. For Filing Officer: Date, Time, File No., Filing Office:

Bradford A. West DBI Maryland Constr. & Equipment Service Company  
1257 New Oak Road  
Crown, Maryland 21031  
(inc. Number 0026)

John C. Louis Co., Inc.  
175 Cherry Hill Road  
Baltimore, Maryland 21201

REGISTRATION FEE 12.00

POSTAGE .00

272030-177 103 11-24

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

(1) 1743 about 5/11 35123 Flotation Tires 50" approx. w/Trailer

This Transaction is not subject to recordation tax.

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation  
128 East Front Street  
Buchanan, Michigan 49107

6.  The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with:  Sec. of State  Filing Office of \_\_\_\_\_ County/City

8. Signatures:

Bradford A. West DBI Maryland Constr. & Equipment Service Co.

John C. Louis Co., Inc.

By

Bradford A. West

Debtor(s) [or Assignor(2)]

By

Wilmer S. Davison

Secured Party(ies) [or Assignee(s)]

President

(2) Filing Officer Copy - Alphabetical

FINANCING STATEMENT  
THIS INSTRUMENT PREPARED BY SECURED PARTY  
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

FINANCING STATEMENT 524 PAGE 226

- 1. Name of Debtor: PINEY ORCHARD MASTER PARTNERSHIP  
Address: c/o The KMS Group, Inc.  
8808 Centre Park Drive, Suite 300  
Columbia, Maryland 21045
- 2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: 10 Light Street  
Baltimore, Maryland 21202  
Attn: Real Estate Department
- 3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switch-boards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in an Indemnity Deed of Trust dated March 11, 1988, from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees, which Indemnity Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements

14  
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14.00  
.50  
103 73143  
13-14-88  
AH

SHC:dh 03/08/88

BOOK 524 PAGE 227  
A:SHC120.A3

thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Indemnity Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

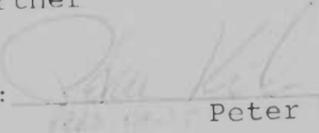
PINEY ORCHARD MASTER PARTNERSHIP

By: Piney Orchard Limited Partnership,  
Managing General Partner

By: Constellation Properties,  
Inc., General Partner

By:  (SEAL)  
G. Wendel Heineman, President

By: KMS Oldco, Inc., General  
Partner

By:  (SEAL)  
Peter Kirk, President

DATED: March 11, 1988

(Mr. Clerk: Return to Natalie Klaum  
Legal Assistant  
Miles & Stockbridge  
10 Light Street, Suite 800  
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and  
Taxation  
Anne Arundel County Land Records  
Anne Arundel County Financing Statement  
Records  
Howard County Financing Statement  
Records

1870050

SKD/02-08-88  
2250t

BOOK 524 PAGE 228

MONUMENTAL TITLE DIVISION  
COMMERCIAL LAND TITLE INS. CO.  
P. O. BOX 1049  
SEVERNA PARK, MARYLAND 21146  
*(Commercial)*

FINANCING STATEMENT

RECORD FEE 27.00

POSTAGE .50

STAMPED COST \$100.00

TO BE RECORDED AT:

- a) SDAT - Financing Statement Records
- b) Anne Arundel County - Financing Statement Records
- c) Anne Arundel County - Land Records
- d) Baltimore County - Financing Statement Records

The appropriate amount of documentary stamps have been affixed to a Modification and Restatement of Deed of Trust and Security Agreement recorded or intended to be recorded among the Land Records of Anne Arundel County and given as security for the same indebtedness. This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: GATEWAY INTERNATIONAL LIMITED PARTNERSHIP  
c/o BTR Realty, Inc.  
1302 Concourse Drive  
Suite 202  
Linthicum, Maryland 21090  
Attention: F. Patrick Hughes

2. NAME AND ADDRESS OF SECURED PARTY: THE TRAVELERS INSURANCE COMPANY  
7918 Jones Branch Drive  
Suite 700  
McLean, Virginia 22102  
Attention: Regional Director- Investments

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of the Debtor in all building materials (which materials shall be deemed to be included within the Real Property (hereinafter defined) immediately on their delivery to the Real Property), fixtures, equipment and tangible personal property of every kind and nature whatsoever, (but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property not owned by the Debtor) now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof,

2250



whether now owned or hereafter acquired by the Debtor or others, together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, "Additions") (all of the property described in this subsection (a) being herein sometimes collectively called the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real Property is also described in a certain Modification and Restatement of Deed of Trust and Security Agreement of even date herewith, between the Debtor and Carole A. Puglisi and Judith S. Waranch, trustees (the "Deed of Trust"). The Debtor is the record owner of the Real Property.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, Proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all accounts and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(e) The interest of the Debtor in all plans and specifications, surveys, reports, diagrams, drawings, service contracts, accounting records, invoices, change orders, licenses, authorizations, certificates, variances, amounts, approvals and other permits necessary or appropriate to permit the construction, reconstruction, repair or alteration, addition, improvement, use, operation and management of the Real Property.

4. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code and shall include the proceeds of any and all insurance policies.

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust, as security for the loan made by the Secured Party to the Debtor under and pursuant to a Modification and Restatement of Promissory Note of even date with the Deed of Trust.

Debtor:

GATEWAY INTERNATIONAL LIMITED  
PARTNERSHIP

By: BTR Gateway, Inc., General  
Partner

By: *[Signature]* (SEAL)

Date: March 8, 1988

Clerk: Return to: Judith S. Waranch, Esquire,  
Frank, Bernstein, Conaway & Goldman  
300 East Lombard Street  
Baltimore, Maryland 21202

EXHIBIT A

DESCRIPTION OF THE LAND

Beginning for the "first" at Point 52 as shown on the Plat of LOTS 3, 4 AND REVISED LOT 2-R, GATEWAY INTERNATIONAL, Fifth District, Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 104 at Plats 14 and 15, said point also being on the northwestern right-of-way line of Concourse Drive, 60.00 feet wide, as shown on said Plat, thence running and binding on said Concourse Drive, with meridian referred to Maryland State Grid

1) S 46° 02' 40" W 278.63 feet, thence leaving aforesaid Concourse Drive and running and binding on Lot 1-R, as shown on aforesaid Plat, the following four courses and distances, viz:

2) N 43° 57' 20" W 332.55 feet, thence

3) S 65° 34' 33" W 341.73 feet, thence

4) S 09° 26' 50" W 129.67 feet, thence

5) N 80° 33' 10" W 112.00 feet to a point on the southeastern right-of-way line of Elkridge Landing Road, as shown on aforesaid Plat, thence running and binding on said Elkridge Landing Road the following three courses and distances, viz:

6) N 09° 26' 50" E 48.99 feet, thence

7) with a curve to the left, having a radius of 1,629.12 feet, an arc length of 247.53, subtended by a chord bearing and chord distance of N 05° 05' 40" E 247.29 feet, thence

8) N 00° 44' 32" E 7.05 feet, thence leaving aforesaid Elkridge Landing Road and running and binding with Part of the N 65° 34' 33" E 456.66 feet line, as shown on aforesaid Plat

9) N 65° 34' 33" E 444.66 feet, thence leaving aforesaid 456.66 feet line and running and binding on Lot 3, as shown on aforesaid Plat, the following four courses and distances, viz:

10) S 44° 16' 54" E 109.58 feet, thence

11) S 88° 57' 20" E 350.27 feet, thence

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- 12) S 01° 02' 40" W 179.41 feet, thence
- 13) S 43° 57' 20" E 22.92 feet to the point of beginning.

Containing 5.339 acres of land, more or less.

Beginning for the "second" at Point 53 as shown on aforesaid Plat, said point also being on the southeastern right-of-way line of aforesaid Concourse Drive, 60.00 feet wide, said point also being distant S 43° 57' 20" E 60.00 feet from the beginning point of the above described "first", thence leaving said Concourse Drive and running and binding on Lot 4, as shown on aforesaid Plat

- 1) S 43° 57' 20" E 140.00 feet to the northwestern right-of-way line of Baltimore/Washington Expressway, thence running and binding on said Baltimore/Washington Expressway

- 2) S 46° 02' 40" W 855.26 feet to a point on the northern right-of-way line of Winterson Road, thence running and binding on said Winterson Road

- 3) N 77° 49' 00" W 25.14 feet to a point on the eastern right-of-way line of aforesaid Concourse Drive, of varying width, thence running and binding with said Concourse Drive, the following four courses and distances, viz:

- 4) N 32° 49' 00" W 35.36 feet, thence with aforesaid Concourse Drive now being 60.00 feet wide

- 5) N 12° 11' 00" E 45.00 feet, thence

- 6) with a curve to the right, having a radius of 350.00 feet, an arc length of 206.85 feet, subtended by a chord bearing and chord distance of N 29° 06' 50" E 203.85 feet, thence

- 7) N 46° 02' 40" E 630.05 feet to the point of beginning.

Containing 2.628 acres of land, more or less.

Containing for a total for "first" and "second" of 7.967 acres of land, more or less.

Being Lot 2-R of the Plat dated March, 1986, and entitled, "LOTS 3, 4 AND REVISED LOT 2-R, GATEWAY INTERNATIONAL, Fifth District, Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 104 at Plats 14 and 15.

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

TO BE FILED IN THE FINANCING  
STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY, MARYLAND  
1880050

STATE OF MARYLAND

BOOK 524 PAGE 233

MONUMENTAL TITLE DIVISION  
COMMONWEALTH LAND TITLE INS. CO.  
P. O. BOX 1049  
SEVERNA PARK, MARYLAND 21146

Commercial

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258893

RECORDED IN LIBER 490 FOLIO 555 ON October 21, 1985 (DATE)  
an amendment thereto recorded in Liber 518, folio 520 on October 6, 1987

1. DEBTOR

Name GATEWAY INTERNATIONAL LIMITED PARTNERSHIP  
817 Maiden Choice Lane, Suite 100  
Address Baltimore, Maryland 21228

RECORD FEE

10

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND  
21st Floor  
Address 25 S. Charles Street  
Baltimore, Maryland 21201  
Attn: Thomas D. Knapp, Vice President

POSTAGE

.50

HOTEL 140 CR37 R04 TOR109

03/18/88

AH

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p><b>ASSIGNEE:</b> THE TRAVELERS INSURANCE COMPANY One Tower Square Hartford, Connecticut 06183</p> <p><b>NOTICE ADDRESS:</b> 7918 Jones Branch Drive, Suite 700 McLean, Virginia 22102 Attn: Regional Director - Investments</p>	

10 00 30

THE FIRST NATIONAL BANK  
OF MARYLAND

Dated \_\_\_\_\_

By: Patricia A. Brown  
(Signature of Secured Party)  
Patricia A. Brown  
Type or Print Above Name on Above Line

272033

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): American Painting & Drywall Contractors, Inc. Address(es): 1049 Dorsey Road Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department ACCU  
 Attention: Lisa Edwards Post Office Box 887 Mailstop 500-501  
Baltimore, Maryland 21203  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 11.00  
 POSTAGE .50

Debtor: American Painting & Drywall Contractors, Inc.  
 By: [Signature] (Seal)  
Daniel R. Dinko, Jr., President  
 By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

Secured Party: Maryland National Bank  
 By: [Signature] (Seal) 03/14/83 AH  
Jane C. Phillips, Assistant Vice President  
 Type name and title

MARYLAND NATIONAL BANK

11.50

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 571  
 Annapolis, Maryland 21404

0073874-0000

272031

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### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): Sy Bishop & Company, Inc. Address(es): 1916 Forest Drive  
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department ACCU  
Post Office Box 987, Mailstop 500-501  
Attention: Lisa Edwards Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property): (Continued on Schedule A)

RECORD FEE 11.00

POSTAGE .50

6,82540 1345 405 109:40

Debtor: Sy Bishop & Company, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)  
Type name and title, if any  
Seymour Bishop, President

By: [Signature] (Seal) 03/14/88  
AA

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

Michael J. Foster, Assistant Vice President  
Type name and title

### MARYLAND NATIONAL BANK

207-95 REV 1-86

1150

035 50 65-0000

Mail To:  
Maryland National Bank  
Credit Collection Unit  
P.O. Box 671  
Annapolis, Maryland 21404

272035

ANNE ARUNDEL COUNTY

800 524 PAGE 236

FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_  
 2.  To Be Recorded among the Financing Records at the Court House for Anne Arundel County  
Annapolis, Maryland  
 3.  Not subject to Recordation Tax  
 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s) Severna Park Rib Company, Inc. T/A Adam's, The Place For "Ribs" Address(es) 589 Baltimore-Annapolis Blvd. Severna Park, MD, 21146

6 Secured Party Maryland National Bank Address Department A.A. County Mid-Market  
Post Office Box 987, Mailstop 500-271  
 Attention Robert G. Jones Baltimore, Maryland 21203  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. (See Schedule A attached)

H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 18.00

RECORD TAX 350.00

POSTAGE .50

Debtor: SEVERNA PARK RIB COMPANY, INC. T/A Adam's The Place for "Ribs" Secured Party Maryland National Bank

By: William A. Bagdasian, President (Seal)  
 Type name and title, if any

By: Robert G. Jones, Assistant Vice President (Seal) AH  
 Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 871  
 Annapolis, Maryland 21404

18 320 .50

4111068-0000

SCHEDULE A

SPECIFIC EQUIPMENT:

<u>DATE</u>	<u>INVOICE NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
03/09/87	58209	Food Steamer (rolls) Emberglo Deep Fat Fryer Filter - Blickman Filter Cartridges Food Processor - Robot Coupe Ice Machine - Ice-O-Matic	\$ 4,806.00
03/09/87	59560	Double Stack Convections Ovens- Vulcan	5,070.45
03/09/87	3789 3790 3791	Exhaust Hood & Fire Extinguishing System - Sheet Metal Craft Insulation, Etc. Stainless Steel Shelving	15,980.00
03/09/87	58206	48" Charcoal Broiler - Magickitchen Equipment Stand (for above)	1,933.00
03/09/87	58207	60" Steam Table - Delfield Utility Stand w/Drawer Base Utility Stand w/Open Base	3,229.00
03/09/87	58208	Pizza Prep Table - Delfield (Sandwich Prep) Accessories 27" Freezer - Lowboy - Delfield Warranty for above 48" Refrigerator - Lowboy - Delfield Warranty for above	4,474.00
03/09/87	59359	3-Compartment Sink	562.80
03/09/87	59455	Two Rubbermaid Utility Carts with cutting board	588.00
03/09/87	59454	6' Stainless Steel Table	277.20
03/09/87	59487	Sideload Sheetpan Rack	235.00
03/09/87	59954	3 - Flex Disconnects - Gas	330.75

4111068-0000

<u>DATE</u>	<u>INVOICE NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
03/09/87	1005233216	NCR Cash Register	\$ 1,096.50
03/13/87	60313	24"x30" Stainless Steel Table	254.10
04/23/87	61102	TSFM14 - Keating Floor Fryer with Casters	1,849.05
05/06/87	60516	Hatco Heat Lamp - GR-SFBL	203.28
05/14/87	61669	Alto Sham X16 Cook & Hold Oven	1,559.25
06/09/87	62245	Amana Microwave Oven RC/14SE	1,379.70
07/23/87	63751 63761 63770 63943	Shelving Shelving Shelving Shelving	485.41
03/09/87	-----	Walk-in Box (purchased from Landlord)	1,250.00
03/09/87	-----	Burglar Alarm System	802.00
05/21/87	-----	4'x8' Sign - Illuminated	945.00
02/05/87	-----	Telephone	46.10
April	-----	Pressure Pump	1,126.45
		TOTAL	<u><u>\$48,483.04</u></u>

4111068-0000

Other: LEASEHOLD IMPROVEMENTS  
SEVERNA PARK

Plumbing	\$13,518.48
Electrical	9,689.00
Masonry	4,399.65
Interior Walls, Counters, Cabinets	8,436.90
Tile	7,427.18
Ceiling	1,880.00
Painting	2,075.00
Glass Store Front, Doors	2,980.08
Misc.	<u>6,271.99</u>
TOTAL:	\$56,678.28

411068-0000

STATE OF MARYLAND

272036

FINANCING STATEMENT FORM UC01

Identifying File No.

524 PAGE 240

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 2/11/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NORTHEAST HOTEL ASSOCIATES
Address c/o A.V.R. Realty Company, 733 Yonkers Ave., Yonkers, NY 10704

2. SECURED PARTY

Name PMI INVESTMENT, INC.
Address Mellon Bank Center, 10th & Market Sts., 2nd Flr, Wilmington, DE 19899

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

4. This financing statement covers the following types (or items) of property: (list)

for a description of the collateral covered hereby see Schedule "A" attached hereto and made a part hereof. The collateral covered hereby may become fixtures on the real property described in Schedule "B" attached hereto and made a part hereof. (170 Revell Highway, Annapolis, MD 21401)

Name and address of Assignee

RECORD FEE 17.00
POSTAGE .50
NOTARIAL FEES 203-710148
02-14-88
AH

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) See Schedule B attached hereto and made a part hereof.

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

NORTHEAST HOTEL ASSOCIATES by NORTHEAST HOTEL CORP.

by Eric Sahn (Signature of Debtor)
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

PMI INVESTMENT, INC.
by Robert Bingham VP (Signature of Secured Party)
Type or Print Above Signature on Above Line

SCHEDULE A

All of the Debtor's right, title and interest in and to all fixtures and articles of tangible personal property now or hereafter owned or leased by the Debtor that are at any time attached to, contained in or used in connection with the fee or leasehold estate described on Schedule "B" attached hereto (the "Estate") or placed on any part thereof, whether or not attached thereto, and all appurtenances and additions thereto and substitutions or replacements thereof (collectively, the "Equipment"), including but not limited to all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, televisions, furniture and furnishing heating, electrical, mechanical, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating, communication and elevator equipment and systems, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures; together with all of the Debtor's right, title and interest in, to and under any and all leases and service contracts of any nature relating to any of the Equipment; all of the Debtor's right, title and interest in and to all trade names and good will insofar as the same relate to the businesses operated on the Estate; all of the Debtor's right, title, interest and estate in, to and under all leases, subleases, rental agreements, occupancy agreements and licenses affecting the Estate or any part thereof now in effect or hereafter entered into, including without limitation, all rights in respect of cash, promissory notes and securities deposited thereunder and all rights to receive and collect the rents, issues, profits and any other sums payable thereunder; all of the Debtor's right, title and interest in and to all proceeds of the conversion, voluntary or involuntary, of the Estate or any part thereof or interest therein into cash or liquidated claims, including without limitation (i) proceeds of casualty insurance, business interruption insurance, title insurance or any other insurance maintained on the Estate and the Equipment or any part thereof or interest therein (ii) awards or other compensation by any governmental or other authority for the taking by eminent domain, condemnation or otherwise of the Estate or the Equipment or any part thereof or interest therein, or for a purchase lieu of any such taxing or condemnation, or for any change of grade of streets or similar event and (iii) proceeds from the sale, lease or other disposition of any of the Estate or the Equipment; all of the Debtor's right, title and interest in, to and under any licenses or permits for the sale or service of alcoholic beverages at the Estate (to the extent, if any, that the same is permitted and effective under applicable law); all the Debtor's right, title and interest in and to all improvements, betterments, substitutions and replacements of, and all additions and appurtenances to, the Estate or the Equipment, hereafter acquired by or released to the Debtor or constructed, assembled or placed on the Estate, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, subject to existing mortgages, ground leases, existing equipment leases and title retention agreements.

schedule B

Annapolis, Md.

BOOK 524 PAGE 242

Beginning for the same at a PK nail found on the north-west right-of-way line of an existing access road said point being located at the end of the first or South 58 deg 34' 30" West 70.93 foot line of Exhibit A of a Deed of Trust dated 10 May, 1973 between Richard J. Schwartz "borrower" and First National Bank of Maryland "trustee" recorded among the land records of Anne Arundel County, Maryland in Liber 2586, folio 414. Said point being the easternmost corner of point number 54 as shown on an amended plat entitled Revell Center recorded among the land records of Anne Arundel County, Maryland in Plat Book 71, Folio 19, Plat Number 3744; thence leaving said point and running reversely with the South 31 deg 38' 02" East 749.99 foot line as shown on said Plat. The following courses and distances as now surveyed:

1. North 31 deg 38' 02" West 763.68 feet to a point that intersects the southwest right-of-way line of Old Mill Bottom Road, 30 feet wide; thence binding on said right-of-way the following two courses and distances:
2. South 85 deg 41' 02" East 119.39 feet; thence
3. South 73 deg 43' 30" East 492.93 feet; thence leaving said right-of-way and running reversely with the North 31 deg 25' 30" West 368.68 foot line of Parcel 2 as described in a conveyance dated 1 February, 1955 from All States Corporation to DeSales Corporation recorded among the land records of Anne Arundel County, Maryland in Liber 902, folio 564, as now surveyed;
4. South 31 deg 38' 02" East 368.68 feet to intersect the northwest right-of-way line of the existing service road as shown on Maryland State Roads Commission Plat No. 9939; thence binding on said right-of-way the following four courses and distances:
5. 33.69 feet along the arc of a curve to the right with a radius of 1412.5 feet a chord bearing of South 68 deg 13' 34" West, a distance of 33.69 feet; thence
6. South 68 deg 54' 31" West 58.10 feet; thence

-- continued --

7. 267.29 feet along the arc of a curve to the left with a radius of 1452.50 feet, a chord bearing of South 63 deg 38' 16" West, a distance of 266.91 feet; thence

8. South 58 deg 20' 08" West 70.97 feet to the point of beginning, containing in all 5.608 acres or 244,283 square feet of land, more or less, according to a survey by Greenhorne & O'Mara, Inc., dated January 31, 1986, recertified October 8, 1986.

BEING THE SAME PROPERTY AS THE HOTEL SITE  
AS SHOWN ON SURVEY MADE BY GREENHORNE &  
O'MARA, INC. DATED JANUARY 31, 1986

272007

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor Address

J & S Auto Parts, Inc. 350 Mountain Road  
Pasadena, MD 21122

RECORD FEE 11.00  
POSTAGE .50  
FARMERS NATIONAL BANK 124#24  
05/14/88  
AH

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
  
All accounts receivable, equipment and leasehold improvements now owned or hereafter acquired by Borrower and all proceeds (cash & non-cash) of such accounts receivable, equipment and leasehold improvements.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3.  Proceeds } of the collateral are also specifically covered.  
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

J & S Auto Parts, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Richard Martin* Pres.  
RICHARD MARTIN

BY: *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

*[Handwritten mark]*

272033

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 7,300.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

GORE REPORTING CO., INC.

Address

716 MELVIN AVE.  
ANNAPOLIS, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

RECORD FEE 11.00  
 RECORD TAX 52.50  
 POSTAGE .50  
 FEB 25 1989 903 114124  
 03/14/89  
 AP

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

1 NEW CIMMARON 20 COMPUTER SYSTEM (DEC) INCLUDING AMBER MONITOR, NEC 8810 PRINTER,  
 1 CIMMARON VI VERSION 3 COMPUTER SYSTEM, STENO-ELECTRIC DATA WRITER SYSTEM,  
 1 CIMMARON III TURBO ADD-ON, AND ALL ATTACHMENTS TO ALL OF THE ABOVE PLUS ANY OTHER  
 COMPUTER EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED AND ALL PROCEEDS (CASH AND NON-CASH)  
 OF SUCH COMPUTER EQUIPMENT.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3.  Proceeds } of the collateral are also specifically covered.  
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

GORE REPORTING CO., INC.

BY:

*William R. Gore*  
WILLIAM R. GORE

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY

*Luan Oker*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

11  
5250  
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521 327

270764

BOOK 524 PAGE 246 272011

FINANCING STATEMENT

Not subject to recordation tax

- 1. Name of Debtor(s): Baldwin Service Center, Inc.  
Address: 41 Defense Highway  
Annapolis, Maryland 21401
- 2. Name of Secured Party: The Annapolis Banking & Trust Co.  
Address: P.O. Box 311  
Annapolis, Maryland 21401
- 3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:  
1986 1400 Centermount 2 WD; serial number 14BN 2066/320491/7

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to: **ALREADY ON INDEX**

520 LIBER 327 FOLIO

*Page Missing on Folio*  
CHANGE LIBER AND FOLIO TO

Debtor(s): 524 LIBER 246 FOLIO

Baldwin Service Center, Inc.

The Annapolis Banking & Trust Co.  
(Type Name of Dealership)

Rhoda L. Baldwin, President

*Rhoda L. Baldwin, Pres.*

By *John P. Koehler AVP*  
(Authorized Signature)

John P. Koehler, AVP  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

BOOK 524 PAGE 247

271336

271336

BOOK 522 PAGE 317

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Comdisco, Inc.  
6400 Shafer Court  
Rosemont, IL. 60018  
01-SL30374, 30375

2. Secured Party(ies) and address(es)

Bank of Highland Park  
First Street & Central Avenue  
Highland Park, IL. 60035

3. Maturity date (if any)

For Filing Officer  
(Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Chattel paper, i.e., a Lease from Comdisco, Inc. to  
Mercantile Safe Deposit & Trust Company  
742 Old Hammonds Ferry Road-Linthicum, MD 21095  
of IBM Computer Equipment as described together with  
the rentals and proceeds thereof and the equipment  
described in said lease. See attached equipment list.

RECORD FEE 13.00

POSTAGE .50

5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX DUE  
TO FILING FOR MEMORANDUM PURPOSES  
ONLY. PERFORMANCE OF THE LEASE IS  
NOT TO BE DONE IN THE STATE OF  
MARYLAND. AH

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered.

No. of additional Sheets presented: 2

Filed with: Anne Arundel County, MD

COMDISCO, INC.

BANK OF HIGHLAND PARK

By: *Hamberly Fudler*  
Signature(s) of Debtor(s)

By: *Silena Pastine, A/P*  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

ALREADY ON INDEX

1. FILING OFFICE

522  
LIBER

317  
FOLIO

Next 2 Pages not numbered  
CHANGE LIBER AND FOLIO TO

524  
LIBER

247  
FOLIO

SL-0001

MLO:am1 11-18-87

BOOK 524 PAGE 248  
EXHIBIT A

EQUIPMENT SCHEDULE NO. 17 DATED AS OF November 18, 1987  
TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: MERCANTILE SAFE DEPOSIT & TRUST COMPANY

LESSOR: COMDISCO, INC.

Address for Legal Notices:  
742 Old Hammonds Ferry Road  
Linthicum, MD 21090

Address for All Notices:

6400 Shafer Court  
Rosemont, Illinois 60018  
Attn.: Operations Lease Administrator

Attn.: Ken Lumpkin

Address for Other Correspondence:  
Same as above

Investment Tax Credit  
(on order New Equipment)  
for the account of:

Lessor \_\_\_\_\_  
Lessee \_\_\_\_\_  
N/A X

Attn.:

Location of Equipment:  
Same as above

Initial Term/  
Months: 60 mos.

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	1	3380 AE4	Disk Storage Units	K1400	\$2,165.00

ML 0:aml 11-18-87

5130974

EXHIBIT A 524 PAGE 249

EQUIPMENT SCHEDULE NO. 19

DATED AS OF November 18, 1987

TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: MERCANTILE SAFE DEPOSIT & TRUST COMPANY

LESSOR: COMDISCO, INC.

Address for Legal Notices:

Address for All Notices:

742 Old Hammonds Ferry Road  
Linthicum, MD 21090

6400 Shafer Court  
Rosemont, Illinois 60018  
Attn.: Operations Lease Administrator

Attn.: Ken Lumpkin

Address for Other Correspondence:  
Same as above

Investment Tax Credit  
(on order New Equipment)  
for the account of:

Attn.:

Lessor \_\_\_\_\_  
Lessee X \_\_\_\_\_  
N/A \_\_\_\_\_

Location of Equipment:  
Same as above

Initial Term/  
Months: 60 mos.

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	1	3480 A22 1511	Tape Control Channel Attachment	20666	
2.	2	3480 B22	Magnetic Tape Units	82758, 82766	
					\$ 2,990.00

MN251406.FIS  
1720

BOOK 521 PAGE 569

~~251406~~

FINANCING STATEMENT

BOOK 524 PAGE 250

1. Name of Debtor: SULIN ENTERPRISES, LTD.  
Address: c/o Sulin Enterprises, Ltd.  
1133 Greenwood Road  
Baltimore, Maryland 21208
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Division  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

370013

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated January 4, 1988 from Debtor to Joseph A. Hulseberg and Stephen F. Beckenholdt, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all contracts of sale executed by the Debtor of any part or parcel of the described land, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

RECORD FEE 25.00

POSTAGE .50

#022790 0345 R03 T16:21

01/07/88

JA

AH

25  
50

5. Not subject to Recordation tax.

BOOK 521 PAGE 570

Debtor:

Secured Party:

BOOK 524 PAGE 251

SULIN ENTERPRISES, LTD.

MARYLAND NATIONAL BANK

By: *Bernard G. Robbins*  
Bernard G. Robbins  
President

By: *R. B. Diffenderffer, Jr.*  
R. B. Diffenderffer, Jr.  
Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: John R. Rutledge, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY AND ANNE ARUNDEL COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

### ALREADY ON INDEX

*521*  
LIBER

*569*  
FOLIO

*Page missing*

CHANGE LIBER AND FOLIO TO

*524*  
LIBER

*250*  
FOLIO

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe now set on the West side of Davidsonville Road, Maryland Route 424 (50 feet wide), said pipe marking the Northeast corner of the Alton R. Kinder property, deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2920, Folio 622, thence binding on the West side of Davidsonville Road and referring the courses of this description to the Maryland State Grid Meridian, and as now surveyed,

(1) South 15 degrees 51 minutes 19 seconds East 251.52 feet thence binding on the Second line of the conveyance from Gustave and Ida Kinder, Jr. to Alton R. Kinder, deed recorded among the aforesaid Land Records in Liber 2920, Folio 622,

(2) South 66 degrees 53 minutes 46 seconds West 1280.83 feet to an iron pipe found and passing over an iron pipe found and located South 66 degrees 53 minutes 46 seconds West 7.69 feet from the beginning of said line thence Southerly establishing a new line of division between the herein described parcel and the Gustave and Ida Kinder, Jr. property deed recorded among the aforesaid Land Records in Liber J.H.H. 732, Folio 90,

BOOK 524 PAGE 253

PROPERTY DESCRIPTION

BOOK 521 PAGE 572

(3) South 15 degrees 26 minutes 51 seconds East 506.45 feet to intersect the Northwest lot line of Lot 11 of a subdivision entitled Bright Seat (unrecorded) said lot 11 owned by Randall B. and Alice P. Funk, deed recorded among the aforesaid Land Records in Liber 3806, Folio 446, thence binding on part of said Northwest lot line of Lot 11 and binding on the Fourth, Fifth, Sixth lines of deed described in Liber G.T.C. 1163, Folio 534, being the same as the conveyance from Edward N.C. Bradley to John T. Hardisty, deed recorded among the aforesaid Land Records in Liber 1768, Folio 164,

(4) South 37 degrees 28 minutes 20 seconds West 299.17 feet, thence

(5) South 25 degrees 24 minutes 20 seconds West 165.30 feet, thence

(6) South 57 degrees 46 minutes 41 seconds West 165.42 feet, to a pipe found, thence binding on the East boundary lines of a subdivision entitled Stonegate Village recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 58, Page 35,

(7) North 08 degrees 46 minutes 19 seconds West 198.43 feet to a pipe found thence,

(8) North 09 degrees 24 minutes 03 seconds East 150.11 feet to a pipe found, thence

(9) North 52 degrees 28 minutes 59 seconds West 77.44 feet, thence

(10) North 48 degrees 29 minutes 33 seconds West 127.95 feet

PROPERTY DESCRIPTION

to a pipe found, thence

(11) North 69 degrees 05 minutes 51 seconds West 115.90 feet,  
thence

(12) North 64 degrees 52 minutes 08 seconds West 114.89 feet,  
thence

(13) North 54 degrees 15 minutes 24 seconds West 141.13 feet,  
thence

(14) North 23 degrees 19 minutes 04 seconds West 462.67 feet,  
to a concrete monument set, thence binding on the line of  
agreement, boundary line agreement, made May 21, 1969 between  
Gustave and Ida Kinder, Jr. and Lula M. Chaney deed recorded  
among the aforesaid Land Records in Liber 2269, Folio 396, said  
line also being the South boundary line of the John A. Chaney  
property recorded in Liber 3411, Folio 33 also being the South  
boundary line of a subdivision entitled Courts of Crofton recorded  
among the aforesaid Plat Records in Plat Book 64, Pages 32 and 34  
also being the South boundary line of the John A. and Elizabeth S.  
Chaney property deed recorded among the aforesaid Land Records in  
Liber 3243, Folio 648,

(15) North 71 degrees 23 minutes 47 seconds East 2138.37 feet  
to the West side of Davidsonville Road, thence binding on same,

(16) South 15 degrees 51 minutes 19 seconds East 50.06 feet  
to the point of beginning,

CONTAINING 27.218 acres of land, more or less.

PROPERTY DESCRIPTION

SUBJECT to a deed of easement and agreement from Gustave and Ida Kinder, Jr. to Anne Arundel County, Maryland recorded among the aforesaid Land Records in Liber 2757, Folio 347,

SUBJECT to an easement located North 66 degrees 53 minutes 46 seconds East 438.05 feet from an iron pipe found at the end of said Second or South 66 degrees 53 minutes 46 seconds West 1280.83 foot line as aforementioned, thence running through part of the Alton R. Kinder property the five (5) following courses,

(1) North 47 degrees 17 minutes 51 seconds West 17.35 feet, thence

(2) North 42 degrees 42 minutes 09 seconds East 54.00 feet, thence

(3) South 84 degrees 10 minutes 02 seconds East 25.00 feet, thence

(4) South 47 degrees 17 minutes 51 seconds East 28.35 feet, thence binding on a part of said Second line as aforementioned,

(5) South 66 degrees 53 minutes 46 seconds West 75.64 feet to the point of beginning,

CONTAINING 2,116 square feet or 0.049 acres of land, more or less.

BEING part of the conveyance from Edward S. and Josephine Y. Barber to Gustave and Ida Kinder, Jr. deed dated December 31, 1952 recorded among the aforesaid Land Records in Liber 732, Folio 90.

RECORD FEE 10.00  
POSTAGE .50  
REGISTERED COPY FEE (08/12/88)  
05/15/88 AH

BOOK 524 PAGE 256

**STATEMENT OF TERMINATION OF FINANCING**  
(Pursuant to Uniform Commercial Code)

February 26, 1988

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of FINANCING STATEMENT hereby terminated:

File No. 246884 in Office of Circuit Court AA County Md (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Louis J. Cataldi  
1388 Rainbow Dr.  
Pasadena, Md 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By [Signature] Secured Party  
Its Branch Office Manager

189/



FINANCING STATEMENT FORM UCC-1

Identifying File No. 200013

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ inventory

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated March 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gold Seal Building & Supply Company, Inc. d/b/a Swimming Pool and Spa Discounters
Address 414 S. Crain Hwy. Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1676 Viewpond S.E. P.O. Box 88065-Kentwood, Michigan 49518

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
POSTAGE
MARCH 15 1988

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

Signature of Debtor: John C. Bumgarner

John C. Bumgarner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

"Not subject to Recordation Tax"

Signature of Secured Party: A.D. Blackport

A.D. Blackport, Branch Manager
Type or Print Above Signature on Above Line

12-50

STATEMENT OF CONTINUATION,  
TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original Financing Statement, identifying  
File No. 501607, recorded in Liber 394 at folio 6  
on June 14, 1983:

1. Debtor's name and address:

Robert B. Sprague  
948 Placid Ct., Arnold, MD 21012

RECORD FEE 10.00  
POSTAGE .50  
MURKIN CITY REC 1/17/88  
AH 6/15/88

2. Secured party's name and address:

MBA Service Corp.  
1447 York Rd. Suite 400 A  
Lutherville, MD 21093

3. Person and address to whom statement is to be returned if different  
from above:

Commonwealth, Monumental Title Division  
1301 York Road, Heaver Plaza, Suite 808  
Lutherville, Maryland 21093

4. Maturity date of obligation, if any \_\_\_\_\_

5. Statement of:

Continuation. The original Financing Statement between the fore-  
going Debtor and Secured Party, referred to above, is still in effect.

Termination. The Secured Party certifies that he no longer claims  
a security interest under the Financing Statement referred to above.

Partial Release. From the collateral described in the Financing  
Statement referred to above; the Secured Party releases the follow-  
ing (listed below).

Assignment. The Secured Party certifies that he has assigned to  
the Assignee (whose name and address is shown below), his rights  
under the Financing Statement referred to above in the following  
property:

Other: Full Release of financing statement; all that property described  
in the financing statement.

Date: 2/03/88

165

SECURED PARTY: MBA Service Corporation

By William B. Sawers, Jr. (SEAL)  
By William B. Sawers, Jr. (SEAL)

272010

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax.
- Subject to Recordation Tax. Principal Amount is \$ 22,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Howard County Landscape and Sodding Company, Inc.</u> <small>(Name)</small>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>P.O. Box 187</u> <small>(Address)</small>	<u>Attn. Catherine T. Lewis</u> <small>(Name of Loan Officer)</small>
<u>Jessup, Maryland 20794</u>	<u>18 West Street</u> <small>(Address)</small>
	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral). (Attach separate list if necessary):

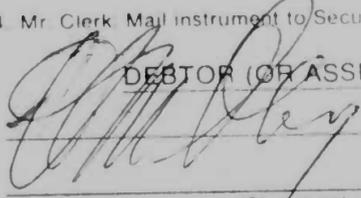
See attached Schedule "A"

RECORD FEE 11.00  
 RECORD TAX 15.00  
 POSTAGE .50  
 RECEIVED BY BUS 10/24  
 10/15/88  
 AH

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
 <small>(Signature)</small>	_____ <small>(Signature)</small>
<u>William M. Armstrong, President</u> <small>(Print or Type Name)</small>	_____ <small>(Print or Type Name)</small>

11  
134  
-50

SCHEDULE "A"

800 524 PAGE 261

Hydroseeder Reingo Model HGI05G  
Serial #1238

Liquid Fertilizer Tank Pumps & Valves

Generator Wingo Model K3000-A  
Serial #021926

Johnson Commercial Radio

Kubota Tractor Model # L2850DT-5 W/BF 500 Loader, Grill  
Guard, & L8411 Remote Valve Serial #55701

Land Pride Rollover Box Scrapper Model 25-66-72"

Finn Mulch Spreader Model BMS30 Serial #869  
Upper Discharge Assy.

Kubota 36 HP Diesel Model 1702  
Craftsman 2HP Air Compressor

272050

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Robert Leikin, O.D.P.A. T/A Eye Exam Towson 815 Goucher Boulevard Towson, MD 21204 T/A Eye Exam Glen Burnie, 7931 Ritchie Highway; Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY and Address</p> <p style="text-align: center;"><b>Signet Bank/Maryland</b> 7 St. Paul Street Baltimore, Maryland 21202</p> <p>Attn: Mary Stafford P.O. Box 17063</p> <hr/> <p style="text-align: center;"><b>Return to Secured Party</b></p>
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessories, substitutions and replacements), used in or related to the conduct of Optometry (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. See Exhibit "A"

RECORD FEE 13.00  
POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~is not~~ exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 81,000.00

03 109127  
03/15/88  
AH

DEBTOR:  
Robert Leikin, O.D.P.A.  
T/A Eye Exam Towson  
\_\_\_\_\_  
(Type Name)

SECURED PARTY:  
**SIGNET BANK/MARYLAND**  
By: *[Signature]*  
\_\_\_\_\_

By: *[Signature]*  
Robert Leikin

Michael L. Goldstein, V.P.  
(Type Name)

By: \_\_\_\_\_

August 19 19 87  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

\* Business located in more than one County, therefore, taxes were paid to state \$ 281.30.

1350

EXHIBIT A

560	INTERNATIONAL BUSINESS MACHINES CORPORATION	M559278
45	BALTIMORE GAS AND ELECTRIC CO.	ZQ 100618
4	EXXON CORPORATION	00155194
584	AMERICAN TELEPHONE AND TELEGRAPH COMPANY	ZQ 6695 9013
106	AMERICAN INFORMATION TECHNOLOGIES CORPORATION	ZQ 4010-7580
105	BELL ATLANTIC CORPORATION	ZQ 4012-8968
261	BELLSOUTH CORPORATION	ZQ 4022 3830
307	PACIFIC TELESIS GROUP	ZQ 4013-1111
230	SOUTHWESTERN BELL CORPORATION	ZQ 4011 4523
151	NYNEX CORPORATION	ZQ 4012 5506
100	HOMESTAKE MINING COMPANY	J 175854
152	US WEST, INC	ZQ 4010 9776
2	AMERICAN TELEPHONE & TELEGRAPH CO.	ZQ 1967-9011
58	" " "	ZQ 0874-0829
36	" " "	ZQ 7797-5179
3	" " "	ZQ 64XA169749
3	" " "	ZQ 64T930959
400	BALTIMORE GAS & ELECTRIC CO.	ZQZQ 095938
3	BELL ATLANTIC CORPORATION	ZQ0002-4178
9	" " "	ZQ2513-7916
6	" " "	ZQ8065-9314
3	BELLSOUTH CORPORATION	ZQ0002-5511
13	" "	ZQ8337-9862
18	" "	ZQ8186-4302
6	" "	ZQ8072-3626
4	EXXON	M798566
7	INTERNATIONAL BUSINESS MACHINES CORP.	A007745
60	" " "	ZQK238440
21	" " "	ZQA520336
212	" " "	M09232440
3	NYNEX CORPORATION	ZQ0002-3876
6	" "	ZQ8063-2473
9	" "	ZQ2527-0071

THIS FILING IS NOT SUBJECT TO THE RECORDATION TAX OF THE STATE OF MARYLAND.

272051

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here

This financing statement Dated January 4, 1988 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

See attd. list for additional names and addresses under which Reliable Stores Inc.

1. DEBTOR

Name Reliable Stores Incorporated -conducts business.

Address 6301 Stevens Forest Road, Columbia 21046

2. SECURED PARTY

Name M & J Grosbard, Inc.

Address 1185 Avenue of the Americas, New York, N.Y. 10336

Edward Cobert, Esq., 1600 Stewart Ave., Westbury, NY 11590  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Reliable Stores Incorporated and the secured party have entered into a consignment security agreement whereby M & J Grosbard, Inc. has consigned, presently consigns and will consign rings with diamonds therein to Reliable Stores Incorporated. Said rings with diamonds therein are and will remain the property of M & J Grosbard, Inc. until same are returned to M & J Grosbard, Inc. In the event Reliable Stores Incorporated sells or disposes of said rings with diamonds therein, then the proceeds of said sale or consideration for the disposition of said rings shall remain the property of M & J Grosbard, Inc.

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Reliable Stores, Inc.

*[Signature]*  
\_\_\_\_\_  
(Signature of Debtor)

M. M. Pock  
\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

M & J Grosbard, Inc.

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

RICHARD GROSBAR D PRES  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE 13.00  
STATE .50  
1/15/88 10:42 AM  
AH

13.50

Names and addresses under which Reliable Stores  
Incorporated Conducts Business in the State of

MARYLAND Anne Arundel

NAME

ADDRESS

Barclays

434 Harundale Mall  
Glen Burnie, Maryland 21061

S & N Katz

480 Harundale Mall  
Glen Burnie, Maryland 21061

272032

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 95,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State of Maryland.

RECORD FEE 22.00  
 POSTAGE .50  
 BUSINESS UNIT FEE (10/1/40)  
 08/10/88

AA

5. Debtor(s) Name(s) Address(es) (1) 200 W. Padonia Road  
 Delmarva Carpet Co., Inc. Timonium, Maryland 21093  
 T/A Carpet World (2) 8037 G Ritchie Highway  
 Pasadena, Maryland 21122

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: LaRae Zeman Baltimore, Maryland 21201  
 Credit Staff Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.
9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors DELMARVA CARPET CO., INC. T/A CARPET WORLD

By: James W. Boyd (Seal) \_\_\_\_\_ (Seal)  
 James W. Boyd, President  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1250

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 420

Page No. 265

Identification No. 230287

Dated December 24, 1979

1. Debtor(s) Lessee: HUTZLER BROTHERS COMPANY  
Name or Names—Print or Type  
212 North Howard St., Baltimore City, Maryland 21201  
Address—Street No., City - County State Zip Code

2. Secured Party Lessor: MARYLAND NATIONAL LEASING CORPORATION  
Name or Names—Print or Type  
300 East Joppa Road, Baltimore County, Maryland 21204  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Amendment (see below)</p>

By changing the name and address of the Lessor to:

MNC Leasing Corporation  
502 Washington Avenue  
Towson, Maryland 21204

RECORDED  
10.00  
AH 12/15/89

Dated: 3/2/83

MARYLAND NATIONAL LEASING CORPORATION  
Name of Secured Party Lessor  
*Constantine*  
Signature of Secured Party Lessor

Type or Print (Include Title if Company)

UNIFORM COMMERCIAL CODE **524** PAGE **268**  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 420  
Identification No. 230288

Page No. 267  
Dated December 24, 1979

1. Debtor(s) Lessee: { HUTZLER BROTHERS COMPANY  
Name or Names—Print or Type  
212 North Howard St., Baltimore City, Maryland 21201  
Address—Street No., City - County State Zip Code

2. Secured Party Lessor: { MARYLAND NATIONAL LEASING CORPORATION  
Name or Names—Print or Type  
300 East Joppa Road, Baltimore County, Maryland 21204  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment (see below)</p>

By changing the name and address of the Lessor to:

MNC Leasing Corporation  
502 Washington Avenue  
Towson, Maryland 21204

RECORD FEE 10.00  
2083740-0117 (R)3 108445  
03/15/83  
AH

Dated: 3/2/88

MARYLAND NATIONAL LEASING CORPORATION  
Name of Secured Party Lessor  
Constantine [Signature]  
Signature of Secured Party Lessor  
\_\_\_\_\_  
Type or Print (Include Title if Company)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 524-269

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated October 29, 1987, presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name P.L.E., Inc. Address 7408 Baltimore Annapolis Blvd., Glen Burnie, MD 21061

RECORD FEE 11.00 ADDRESS OFFICE 403 409150 03/25/88

2. SECURED PARTY

Name Shell Oil Company Address 15200 Shady Grove Road, Rockville, MD 20850 Shell Oil Company, P.O. Box 1703, Atlanta, GA 30371

AN

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All inventory and equipment (including fixtures) now owned or hereafter acquired all accounts receivable now existing or hereafter arising, as well as the proceeds from all sales of inventory and equipment and collection of accounts receivable, located on the premises at debtor's address specified in the Security Agreement, and/or related to the conduct of debtor's business there.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

By: Laurie M. Estrogeno (Signature of Debtor)

P.L.E., Inc. Type or Print Above Name on Above Line

Title: President (Signature of Debtor)

Type or Print Above Signature on Above Line

By: E.P. Jof (Signature of Secured Party)

Shell Oil Company Type or Print Above Signature on Above Line

1100

STATE OF MARYLAND

BOOK 524 PAGE 270

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270051

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECEIVED

MAR 7 1988

V.S.F.D.

1. DEBTOR

Name AMPLICON, INC.
Address 2020 EAST FIRST STREET, SANTA ANA, CA 92705

SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION
Address P. O. BOX 6199
ORANGE, CA 92613

RECORD FEE 11.00
POSTAGE .50
MAY 15 1988
AH

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
RE: SCH. 10(MD) TO GENERAL ELEVATOR COMPANY, INCORPORATED LEASE OL-1776(MD)
DATED MARCH 13, 1987

- 01 IBM PS/2 Model 50
01 8512 Color Monitor
01 Aldus Page Maker
01 IBM DOS 3.3
01 Dest Scanner Mod 2000
01 Scanner Interface PS/50
Publish Pack, Word PERFECT,
Microsoft Mouse PS/50,
PC Paint Brush

NOT SUBJECT TO RECORDATION TAX

Including all accessions, additions, replacements, substitutions and improvements thereto and therefor, and all proceeds (including insurance proceeds) of and from said equipment.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

AMPLICON, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
GENERAL ELECTRIC CREDIT CORPORATION
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 271

Identifying File No. 372053

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INCORPORATED FED.ID. #52-0324870  
Address 601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090

SECURED PARTY

Name AMPLICON, INC. FED.ID. #95-3162444  
Address 2020 E. First St., Suite 401  
Santa Ana, CA 92705

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RE: SCHEDULE 10 (MD) TO LEASE #OL-1776 (MD) DATED: MARCH 13, 1987

- 01 IBM PS/2 MODEL 50
- 01 8512 COLOR MONITOR
- 01 ALDUS PAGE MAKER
- 01 IBM DOS 3.3
- 01 DEST SCANNER MOD 2000
- 01 SCANNER INTERFACE PS/50
- PUBLISH PACK, WORK PERFECT, MICROSOFT MOUSE PS/50, PC PAINT BRUSH

RECORD FEE 11.00  
POSTAGE .50  
#03180 0177 R03 709459  
03/15/89  
AH

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

ASSIGNEE: GENERAL ELECTRIC CREDIT CORPORATION  
P.O. BOX 6199  
ORANGE, CA 92613

*[Signature]*  
(Signature of Debtor)

GENERAL ELEVATOR COMPANY, INCORPORATED

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

AMPLICON, INC.

Type or Print Above Signature on Above Line

1150

RECEIVED  
MAR 7 1988  
V.F.F.D.

ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

BOOK 524 PAGE 272

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250824

RECORDED IN LIBER 470 FOLIO 342 ON February 8, 1984 (DATE)

1. DEBTOR

Name LONDON TRADING COMPANY, INC., T/A NATURE'S CUPBOARD OF LOVE  
Address 1103 South Dukeland Street, Baltimore, Maryland 21223

2. SECURED PARTY

Name EQUITABLE BANK, N.A.  
Address 100 S. Charles Street, Baltimore, Maryland 21201  
Attention: Michael S. Fodel, Assistant Vice-President

RECORDING FEE 10.00  
RECEIVED CITY BALTIMORE 11/10/84  
3/15/88  
AH

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	E. TERMINATION STATEMENT <input checked="" type="checkbox"/>	
	This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.	

EQUITABLE BANK, N.A.

Dated 5/15/86

BY: Michael S. Fodel  
(Signature of Secured Party)

Michael S. Fodel, Assistant Vice-President  
Type or Print Above Name on Above Line

Return to  
OLD LINE TITLE COMPANY  
120 SECOND STREET  
LAUREL, MARYLAND 20707

1000

BOOK 524 PAGE 273

STATE OF MARYLAND

272056

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded to land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stevens, James R. T/A Stevens Excavating

Address 1603 Colbert Rd. Annapolis, MD 21401

2. SECURED PARTY

Name Elliott & Frantz, Inc.

Address 10421 Guilford Rd. Jessup, MD 20794

Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James R. Stevens T/A Stevens Excavating

See attached for original signature

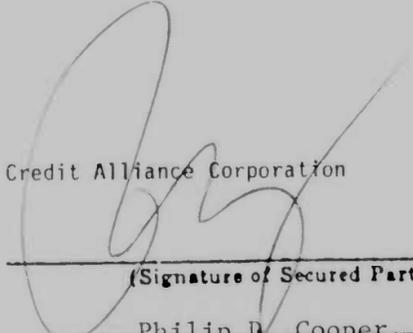
\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

  
\_\_\_\_\_  
(Signature of Secured Party)

Philip D. Cooper, SR. V.P.  
Type or Print Above Signature on Above Line

18.50

CONDITIONAL SALE CONTRACT NOTE

TO: Elliott & Frantz, Inc.

FROM: James R. Stevens T/A Stevens Excavating

10421 Guilford Rd. Jessup, MD 20794

1603 Colbert Rd. Annapolis, MD 21401

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):

One (1) Used Fiat Allis FL10B Crawler Loader, S/N 105656

(1) CASH SALE PRICE	\$ 19,950.00
(2) DOWN PAYMENT in Cash	\$ 1,000.00
(3) DOWN PAYMENT in Goods * (Trade-in Allowance)	\$ 4,000.00
(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 14,950.00
(5) INSURANCE and other Benefits	\$ -0-
Types of coverage and benefits	25.00
(6) OFFICIAL or DOCUMENTARY FEES	\$
Describe and Itemize	
(7) PRINCIPAL UNPAID BALANCE [Items (4) + (5) + (6)]	\$ 14,975.00
(8) FINANCE CHARGE (Time Price Differential)	\$ 1,727.20
(9) CONTRACT PRICE (Time Balance) [Items (7) + (8)]	\$ 16,702.20
(10) TIME SALES PRICE [Items (2) + (3) + (9)]	\$ 21,702.20

\* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1603 Colbert Rd. Annapolis Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixteen thousand seven hundred two and 20/100 Dollars (\$ 16,702.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 18 successive monthly installments, commencing on the 21st day of April, 19 88 and continuing on the same date each month thereafter until paid; the first 17 installments each being in the amount of \$ 927.90 and the final installment being in the amount of \$ 927.90

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The maker, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the maker, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 8, 19 88  
 Accepted: Elliott & Frantz, Inc. (SEAL)  
 By: Robert L. Schaeffer (Witness as to Buyer's and Co-Maker's Signature)  
 By: James R. Stevens (SEAL)  
 Co-Buyer-Maker (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

BOOK 524 PAGE 275

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes involved, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof, intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATHIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (Guarantor-Endorser) (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (Guarantor-Endorser) (L.S.)

**ASSIGNMENT ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereunder ("Buyer") of any sum due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereunder ("Buyer") of any sum due of each sum payable thereunder, and if any other default by Buyer without first requiring Assignee to proceed against Buyer, Seller will reimburse Assignee for all expenses not paid by Buyer at its due date, and if any other default by Buyer without first requiring Assignee to proceed against Buyer, Seller will reimburse Assignee for all expenses not paid by Buyer in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected, Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligations of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property, and the right to transfer title therein; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording of records thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive funds through Seller, any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess, and/or consent to the return of the property and/or modify the terms of the contract, pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date \_\_\_\_\_ 19\_\_\_\_\_  
 \_\_\_\_\_ (Witness) By \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor") (SEAL) } Signature of Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT", its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated \_\_\_\_\_

between Elliott & Frantz, Inc. as Seller-Lessor/Mortgagee and James R. Stevens T/A Stevens Excavating 1603 Colbert Rd. Annapolis, MD 21401

(Name) (Address) as Buyer-Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made, and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to use and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined herein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 19,700.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 8th day of May 19 81

Elliott & Frantz, Inc.

Mail to Elliott & Frantz

By Robert L. Schaeffer VP (Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 12,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

The Rockwell Group, Inc.  
P.O. Box 250  
(Name)  
Churchton, MD 20733  
(Address)

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Gary C. Paul  
(Name of Loan Officer)  
P.O. Box 60, 14700 Main St.  
(Address)  
Upper Marlboro, MD 20772

1 This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

One (1) Model TD8-C, 1-H Diesel Crawler Tractor with ROPS Canopy and 6 Way All Hydraulic Beade, Serial #1512

RECORD FEE 11.00  
 RECORD TAX 87.50  
 REGISTRATION FEE 10.00  
 03/15/88  
 LH

2 The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor, \_\_\_\_\_

- 3  Products of the collateral are also specifically covered.
- 4 Mr. Clerk, Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

The Rockwell Group, Inc. (Seal)  
 BY: *Thomas J. Christen* (Seal)  
(Signature)  
 \_\_\_\_\_  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
(Signature)  
 \_\_\_\_\_  
(Print or Type Name)

11-  
87.50  
50

I HEREBY CERTIFY that documentary stamps in the amount of \$146.30 was paid to the clerk of the Circuit Court for Anne Arundel County upon filing of this Financing Statement with the clerk.

BOOK 524 PAGE 278

Donald P. Mazor, Attorney

272053

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 18,900.00

FINANCING STATEMENT

1. Debtor(s): American Lithograph, Inc.  
 Name or Names—Print or Type  
 611 H & J Hammonds Ferry Road Linthicum, MD 21090  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party: Marvin E. Glass, Individually and as agent for Undisclosed Principals  
 Name or Names—Print or Type  
 7 Church Lane, Suite 16-A Baltimore County, MD 21208  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

12 Sheridan AG Pockets S N A G 69 and 1 Muller Martini Comet Binder, S N 4250/7

4. If above described personal property is to be affixed to real property, describe real property.  
 611 H & J Hammonds Ferry Road, Linthicum, Maryland 21090

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): AMERICAN LITHOGRAPH, INC.

*[Signature]*  
 (Signature of Debtor)

By: Louis N. Nichols, President  
 Type or Print

(Signature of Debtor)  
 Type or Print

SECURED PARTY:

N/A  
 (Company, if applicable)  
*[Signature]*  
 (Signature of Secured Party)  
 Marvin E. Glass, Individually and as agent for Undisclosed Principals  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Donald P. Mazor, Esq. 114 Slade Ave., Baltimore, MD 21208  
 Lucas Bros. Form F-1

# 75-12

13350

RECORD FEE 11.00  
 RECORD TAX 133.00  
 MISTAKE .50  
 BALANCE DUE 144.50  
 03/15/88  
 AH

FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_
2.  To Be Recorded among the Financing Records at Anne Arundel County
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to //////////////////////////////////// Anne Arundel County

5. Debtor(s) Name(s): United Asia Inc. T/A Address(es): 2725-A Defenne Highway
Crystal Munch Restaurant Crofton, Md. 21114

6. Secured Party: Maryland National Bank Address: Department: Crofton Office
Post Office Box 987, Mailstop
Attention: Yvonne T. Johnson Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 12.00
RECORD TAX 350.00
POSTAGE .50

Debtor: United Asia Inc., T/A
Crystal Munch Restaurant

Secured Party: Maryland National Bank

By: Hoa N. Truong Pres. (Seal)
Type name and title, if any

By: Yvonne T. Johnson (Seal)
03/15/88

By: \_\_\_\_\_ (Seal)
Type name and title, if any

Yvonne T. Johnson Retail Sales Representative
Type name and title

12-
350
.50

272000

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR Hydro Clean, Inc.  
(Name or Names—Last Name First)  
328 South Carolina Avenue, Pasadena, Maryland 21122  
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

Remanufactured System V with Mild Steel Tank  
S1068BC150

RECORD FEE 1.10  
RECORD FEE 8.90  
POSTAGE .50  
#24170 0771 106 110441  
03/15/88

AH

4. Proceeds of collateral are covered hereunder: YES  NO   
5. Products of collateral are covered hereunder: YES  NO   
6. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax.  
7. The principal amount of the debt initially incurred is: \$ 7,000.00  
Seven Thousand Dollars

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 9th day of March, 1988

DEBTOR:

SECURED PARTY:

Charles G. Arnold Jr.  
By: President  
(Title)

THE BANK OF GLEN BURNIE  
[Signature]  
By: Assistant Vice President (Title)

FOR FILING OFFICER USE  
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_  
Record Reference \_\_\_\_\_

11/50

PPCO  
3-11-88  
427 3/4

MARYLAND FINANCING STATEMENT

BOOK 524 PAGE 281

- Not Subject to Recordation Tax - Conditional Sales Contract
- Recordation Tax of \$\_\_\_\_\_ on Principal Amount of \$\_\_\_\_\_ is enclosed/has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

272001

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: TAYLOR & COCKRELL CONSTRUCTION, INC.  
(Name or Names)  
8215 BOX DRIVE BALTIMORE, MARYLAND 21226  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

2. SECURED PARTY: VALLEY SUPPLY AND EQUIPMENT COMPANY, INC.  
(Name or Names)  
1415 CLARKVIEW ROAD BALTIMORE, MARYLAND 21209  
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: SIGNET BANK/MARYLAND  
(Name or Names)  
P.O. BOX 22497 BALTIMORE, MARYLAND 21203  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) Trak International Model 9038 Skytrak, S/N 5D0001, together with all attachments and accessories thereto.

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

RECORD FEE 11.00  
 POSTAGE .50  
 RECEIVED BY THE STATE  
 03/15/88  
 AH

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
TAYLOR & COCKRELL CONSTRUCTION, INC.  
 By: Bruce J. Taylor Pres.  
(Type or print name of person signing)  
Alta James Cockrell Pres.  
 By: Alta James Cockrell Pres.  
(Type or print name of person signing)

SECURED PARTY:  
VALLEY SUPPLY AND EQUIPMENT COMPANY, INC.  
 By: Howard S. Lewis Pres.  
(Type or print name of person/signing)

Return To: SIGNET BANK/MARYLAND  
P.O. BOX 22497 BALTIMORE, MARYLAND 21203

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 282  
Identifying File No. 272000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gary L. Ryon  
Address 5817 Sonny Drive -- Lothian, Maryland 20711

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.  
Address 6300 Crain Highway -- Upper Marlboro, Md 20772  
J.I. Case Credit Corp. 5790 Widewaters Parkway - Syracuse, New York 13214  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 New Case Model 1835C Unloader  
Serial #17940141

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
MAY 20 1977 10:43  
05/18/88

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

X Gary L. Ryon  
(Signature of Debtor)

Gary L. Ryon  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Jay Ruben Salzman  
(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.  
Type or Print Above Signature on Above Line

11-5

B73041

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 283  
Identifying File No. 272063

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 00.00

If this statement is to be recorded in land records check here.

\*\* This is a conditional Sales Contract \*\*

This financing statement Dated 1/20/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Federal Landscape  
Address 20 Hudson St. Annapolis Md 21401

2. SECURED PARTY

Name Spectra-Physics CAD  
Address 5475 Kellenburger Rd.  
Dayton, Oh 45424

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 ea. EL-1
- 1 ea. Level Eye
- 1 ea. Tripod
- 1 ea. Nicad Batteries

Name and address of Assignee:  
American Commercial Credit  
Corp. PO Box 13428  
Reading, Pa 19612-3428

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*[Signature]*  
(Signature of Debtor)

*[Signature]*  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Spectra-Physics CAD

*[Signature]*  
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

272004

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

Donald E. Hedler DEBTOR  
 \_\_\_\_\_  
 Donald E. Hedler  
 (Name)  
 4842 Riverside Dr.  
 (Address)  
 Galesville, Md. 20765

SECURED PARTY (OR ASSIGNEE)  
 THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: William H. ...  
 \_\_\_\_\_  
 (Name of Loan Officer)  
 P.O. Box 17292  
 (Address)  
 Baltimore, Md. 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) Used 1974 Case 850 Crawler Loader  
Serial #7075369

(1) Used 1979 Eager Beaver 10HDB Trailer  
# 10HDB79139

RECORD FEE 13.00  
 POSTAGE .50  
 FINANCING FEE 20.00  
 03/15/88

THIS IS A RETAIL SALES INSTALLMENT CONTRACT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3  Products of the collateral are also specifically covered
- 4 Mr. Clerk, Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

Donald E. Hedler DEBTOR (OR ASSIGNOR) (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 Donald E. Hedler  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR) (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 2/19/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arnold Family Practice Associates

Address 1509 Ritchie Highway, Arnold, MD 21012

2. SECURED PARTY

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 Jarvis/Isoetec electronic key telephone system including all cabling and accessories necessary for installation

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
SUBSCRIBED TO BY 1/10/84  
03/15/88

AT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X *[Signature]*  
(Signature of Debtor)

X A. Antonia Plucis MD - President  
Type ~~Print~~ Above Name on Above Line

X *[Signature]*  
(Signature of Debtor)

Victor M. Plavner MD - Vice Pres.  
Type ~~Print~~ Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

Gary H. Boxer, Vice President  
Type or Print Above Signature on Above Line

1150

272007

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Records at Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$100,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s): Brady Excavating, Inc. Address(es): 314 Salisbury Rd. Edgewater, Md. 21037

6 Secured Party: Maryland National Bank Address: 1713 West Street Annapolis, Md. 21401  
 Attention: Janice Marcellas

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)

RECORD FEE 11.00  
 RECORD TAX AK 100.00  
 POSTAGE 50  
 REGISTERED MAIL 110.54

Debtor: Brady Excavating, Inc.

Secured Party: Maryland National Bank

By: Mae Brady <sup>SEC</sup> (Seal)  
 Type name and title, if any  
Mae Brady, Secretary

By: Janice B. Marcellas (Seal)  
 Type name and title, if any  
Janice B. Marcellas, Manager

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

11-705-50

This Schedule A is attached to and made a part of a Security Agreement Dated March 10, 1988 between Maryland National Bank and Brady Excavating, Inc.

1. 1988 MDI/YUTANI <sup>Mitsubishi</sup> Model MD300LC Hydraulic Excavator with Hendrix 48" bucket-also including the following:  
MITSUBISHI Diesel Engine Model 6D22C,  
680 cu. in., 184 H.P.

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 254799 recorded in Liber 480, Folio 192 on December 4, 1984 (date)

**1. DEBTOR(S):**

Name(s): White Dove, Inc. T/A Eden Trading Co.  
Address(es): 634 Dunberry Drive  
Arnold, MD 21012

**2. SECURED PARTY:**

Name: State National Bank of Maryland now known as  
Address: Dominion Bank of Maryland, National Association  
7220 Wisconsin Ave.  
Bethesda, MD 20814

Person and Address to whom Statement is to be returned if different from above.

Dominion Bank of Maryland, National Association  
7220 Wisconsin Ave.  
Bethesda, MD 20814  
Attn. Christal Messett

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.
4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

**9. DEBTOR:**

White Dove, Inc. T/A Eden  
Trading Co.  
BY: signature not required  
Kathleen E. Bradley, President

**SECURED PARTY:**

State National Bank of Maryland now known as  
Dominion Bank of Maryland, National Association  
BY: Christal Messett  
Reginald C. Kimble, Vice President  
Christal Messett, Loan Administration  
Officer

1050

272903

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 109,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$763.00.  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & H Excavating Co., Inc.  
Address 6924 Ft. Smallwood Rd. Pasadena, MD 21266

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 763.00  
POSTAGE .50  
ANNE ARUNDEL COUNTY RECORDS DIVISION  
03-15-89  
AH

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B & H Excavating Co., Inc.

See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Philip D. Cooper, SR., V.P.

Type or Print Above Signature on Above Line

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 9th day of March, 1988 by and between  
**B & H Excavating Co., Inc.** having its principal place of business at  
 6924 Ft. Smallwood Rd. Pasadena, MD 21206

Mortgagor and Credit Alliance Corporation

"Mortgagee"

## WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations, wherever made or defined by Mortgagee to Mortgagor, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular the goods, chattels, and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever; PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, and guarantees, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend for or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges, and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, in matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or billment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of the Mortgagor at its principal place of business which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.75% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, leases, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of the Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of the Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, when requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of the Mortgagee nor change its present business location without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon, with all the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless, from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagee agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A-C Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.



SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated March 9, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New Mack Cab & Chassis	RW713	
One (1)	John Deere Bulldozer	1986 450E	40004

The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

B & H Excavating Co., Inc.

By: *Jan E. H. [Signature]*

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT

272003

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		03-12-95 Maturity date (if any):
1. Debtor(s) Name (Last Name First) Luck, James S.	2. Debtor(s) Complete Address(es) 6712 Bonaventure Court Bethesda, Maryland 20817  Duck address: Mears Marina 519 Chester Avenue Annapolis, Md. 21403	
3. & 4. Secured Party(ies) and Complete Address(es)  First American Bank, N.A.	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)  740 15th Street, N.W. Washington, D.C. 20005	
7. This financing statement covers the following types (or items) of property: (Describe)  1988 Yanmar Diesel, Pearson 31' Hull I.D. #PEA90144J788 Engine Serial #08661		
8a. <input checked="" type="checkbox"/> Proceeds are also covered.    8b. <input type="checkbox"/> Products of collateral are also covered.		No. of additional sheets presented. (    )
Filed with Circuit Court Clerk of _____ County; Other _____		
9. Transaction is (    ), is not ( <input checked="" type="checkbox"/> ), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.		
10. This statement is to be returned after recordation to:		
Signature(s) of Debtor(s) <i>James S. Luck</i>	Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by <i>Charlotte G. Luitwood</i> V.P.	

RECORD FEE 12.00  
POSTAGE 2.00  
FILED BY 03/15/88  
AH

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AMERICAN ISUZU MOTORS  
Address 2300 Pellissier Place, Whittier, CA 90601

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED  
Address P. O. Box 2008, San Rafael, CA 94912-2008

RECORD FEE 12.00  
RECORDED DATE 03/11/10  
AH  
05/15/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Various equipment including but not limited to that equipment more specifically described on Schedule A attached hereto, leased by Lessor to Lessee under Lease dated 5-11-87; said Lease and all rentals and other sums due thereunder; all proceeds including insurance and general intangibles related thereto. PLI#052006409  
INV. AMT. ~~\$60,062.00~~ \$51,062.00  
EQUIPMENT LOCATION: 1 Isuzu Way, Glen Burnie, MD 21061

Name and address of Assignee  
Phoenix Leasing Income Fund  
P.O. BOX 2008  
SAN RAFAEL CA 94901 VII

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

"LEASE NOT SUBJECT TO RECORDATION TAX"  
COUNTY OF ANNE ARUNDEL

(Signature of Debtor)  
AMERICAN ISUZU MOTORS

Type or Print Above Name on Above Line  
*[Signature]*  
(Signature of Debtor)

*[Signature]*  
(Signature of Secured Party)

PHOENIX LEASING INCORPORATED  
Print Above Signature on Above Line

68073  
UNT DUE

77-0000



Decision Data Computer Corporation  
 400 HORSHAM ROAD  
 HORSHAM, PA 19044-0898  
 PHONE: (215) 674-3300

# INVOICE

REMITTO:

PHOENIX LEASING  
 P O 2008  
 2401 KERNER BLVD  
 SAN RAFAEL CA 94912

AMERICAN ISUZU MOTORS LTD  
 1 ISUZU WAY  
 ATTN: GERALD SMITH  
 GLEN BURNIE MD 21061

INVOICE NUMBER: 2083805  
 DATE: 11/21/87  
 PAGE NO.: 1

SCHEDULE "A"

CUSTOMER NUMBER: 1321-0013  
 D.D. REFERENCE NUMBER: 4271000183 01023223  
 PURCHASE ORDER NUMBER: JUDIN CRABTREE  
 DUE DATE: 12/21/87  
 TERMS:

CODE	MACHINE TYPE	SERIAL NO.	DESCRIPTION	UNIT PRICE	FREIGHT	TAX	TOTAL
S5	6807-38	007125	700 LPM BAND PRINTER TWINAX CABLE 20'	9,450.00		450.00	9,900.00
S5	6811-38	007163	1100 LPM BAND PRINTER TWINAX CABLE 20' 64 CHAR X03 ERCDIC .095 FREIGHT	13,500.00	243.77	675.00	14,418.77
B2							
COMMENTS: SCHEDULE "A" BOOK 524 PAGE 295				TOTAL FREIGHT: 243.77 TOTAL TAX: 1,125.00 TOTAL AMOUNT DUE: 21,488.77			

DD FORM 1069-AF  
 TO ASSURE PROPER CREDIT PLEASE RETURN REMITTANCE COPY  
 REMITTANCE COPY  
 PLEASE REMIT THIS AMOUNT TO ABOVE ADDRESS  
 THANK YOU

Wallace Computer Services, Inc.

272271

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	File Filing Officer (Date, Time, Number, and Filing Office)								
United Propane Incorporated 205 Majoles Road Millersville, MD 21108 (San Arundel County)	Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43031 (Sandusky County)	<table border="0"> <tr><td>SEARCH FEE</td><td>15.00</td></tr> <tr><td>NOTICE</td><td>.50</td></tr> <tr><td>STATE FEE</td><td>10.00</td></tr> <tr><td>TOTAL</td><td>25.50</td></tr> </table> <p style="text-align: right;">AH 3/15/88</p>	SEARCH FEE	15.00	NOTICE	.50	STATE FEE	10.00	TOTAL	25.50
SEARCH FEE	15.00									
NOTICE	.50									
STATE FEE	10.00									
TOTAL	25.50									

4. This financing statement covers the following types (or items) of property:

44-528 Lb. Containers: See Attached For Serial Numbers.  
 6-500 Gallon LP Storage Tanks. (A.G.)  
 9-1000 Gallon LP Storage Tanks.

NOTE NO. 1433

5. Assignee(s) of Secured Party and Address(es)

*Assignment to  
 21500 Johnson  
 St. N.W.  
 Wash DC  
 20037*

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Filed with

County Recorder

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

United Propane Incorporated

Chemi-Trol Chemical Company

*[Signature]*  
 \_\_\_\_\_  
 Signature(s) of Debtor(s)

*Pres*  
 \_\_\_\_\_  
 Title

By *[Signature]* \_\_\_\_\_  
 Signature(s) of Secured Party(ies)      Fin. Div. Mgr.  
 \_\_\_\_\_  
 Title

STANDARD FORM - FORM UCC-1.

**CHEMI-TROL CHEMICAL CO.**  
GIBSONBURG, OHIO 43431

BOOK 524 PAGE 297

**TANK DIVISION**

2088 West State Street

FREMONT, OHIO 43420

PHONE | Area Code 419  
334-2664



**CHEMICAL DIVISION**

3776 C.R. 489

GIBSONBURG, OHIO 43431

PHONE | Area Code 419  
665-2367

United Propane Incorporated

NOTE NO. 1433

Serial Numbers:

54-420 Lb.:

69638 71117 71124 71129 71130 71132 71133 71146 71150 71153 71154  
71159 71160 71161 71166 71170 71178 71180 71181 71184 71185 71186  
71187 71188 71189 71190 71191 71193 71194 71195 71197 71198 71199  
71210 71215 71219 71223 71230 71251 71294 71295 71296 71297 71299  
71335 71339 71368 71370 71375 71381 71453 71455 71463 71469.

6-500 Gal.:

397128 397129 397130 397131 397180 397181.

9-1000 Gal.:

396709 396710 396711 396712 396713 396714 396715 396716 396717.

United Propane Incorporated 205 Majoles Road Millersville, MD 21108 Ann Arundel County BORROWER'S NAME AND ADDRESS <small>* includes each borrower above, jointly and severally</small>	Chemi-Trol Chemical Co. 2776 G.R. 69 Gibsonburg, Oh 43431 LENDER'S NAME AND ADDRESS <small>You means the lender, its successors and assigns</small>	Loan Number 1433 Date January 22 88 Maturity Date Jan. 22 91 Loan Amount \$ 27,112.68 Renewal Of
--	---	--

Note: I promise to pay to you, or your order, at your address above, the sum of (which is the same as the Total of Payments) Twenty Seven Thousand One Hundred Twelve 68 Dollars \$ 27,112.68

I will pay this amount as follows:  
 (a)  In 36 installments of \$ 753.13 each, beginning February 22 88 and continuing on the same day of each  month thereafter until paid in full.  
 (b)  (other) \_\_\_\_\_

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any later scheduled payments until I pay this note in full. If and when I prepay this note in full, or if you accelerate and demand payment of the unpaid balance of this note, the precomputed interest will be recalculated and refunded or credited based on the rule of 78's.  
 POST MATURITY INTEREST: Interest will accrue at the rate of 19 % per year on the balance of this note not paid at maturity, including maturity by acceleration.  
 DEFAULT: I agree to pay the costs you incur to collect this note upon my default, including your reasonable attorneys' fees (except where prohibited by law).  
 LATE CHARGE: I will pay a late charge of 5% (up to \$3.00) of the amount of any payment which is not paid within 10 days of when it is due.

A loan acquisition fee of \$ \_\_\_\_\_ will first be deducted from the total finance charge before application of the rule of 78's and will not be refunded.  
 You may retain a minimum interest charge of \$ \_\_\_\_\_ if after the application of the rebate formula, the amount you would retain would be less than that amount.  
 THE PURPOSE OF THIS LOAN IS Purchase of LP Storage Tanks.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	I have the right to receive at this time an itemization of the Amount Financed YES I want an itemization NO I do not want an itemization <small>Yes means an estimate</small>
<u>10.50 Simple %</u>	<u>\$ 3,041.28</u>	<u>\$23,171.40</u>	<u>\$ 27,112.68</u>	
My Payment Schedule will be				Filing Fees \$ <u>66.00</u> Non-filing Insurance \$ _____
Number of Payments	Amount of Payments	When Payments Are Due		
<u>36</u>	<u>\$753.13</u>	<u>Payments are due the 22nd of each month with the first payment due February 22, 1988.</u>		
\$	\$	\$		

Security: I am giving a security interest in  the goods or property being purchased  (brief description of other property) 54-420 Lb. Containers, 6-500 Gal. (A.G.) Storage Tanks, & 9-1000 Gal. Tanks.  
 collateral securing other loans with you may also secure this loan  
 my deposit accounts and other rights to the payment of money from you

Late Charge: If a payment is late (made more than 10 days after due) I will be charged 5% of the amount late, up to \$3.00.  
 Prepayment: If I pay off this loan early, I may be entitled to a refund of part of the finance charge.

I consent to my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.				Itemization of Amount Financed			
Type	Premium	Term	Signatures (or Initials)	Amount given to me directly	\$ <u>25,746.00</u> (a)		(b) \$ <u>2,574.60</u> Amounts paid to others on my behalf: To Credit Life Insurance Company \$ _____ (c) To Disability Insurance Company \$ _____ (d) To Public Officials \$ _____ (e) \$ _____ (f) \$ _____ (g) \$ _____ (h) Prepaid Finance Charge \$ _____ (i) AMOUNT FINANCED (a through h - i) \$ <u>23,171.40</u> (j) Finance Charge (include prepaid) \$ <u>3,041.28</u> (k) Total of Payments (j + k) \$ <u>27,112.68</u> (l)
Credit Life			I want credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____	Amount paid on my account	\$ _____ (b)		
Credit Disability			I want credit disability insurance <input checked="" type="checkbox"/> _____ Name of Insured _____		\$ _____ (c)		
Joint Credit Life			I want joint credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____		\$ _____ (d)		
			_____ Name of Insured _____		\$ _____ (e)		
			_____ Name of Insured _____		\$ _____ (f)		
			_____ Name of Insured _____		\$ _____ (g)		
			_____ Name of Insured _____		\$ _____ (h)		
			_____ Name of Insured _____		\$ _____ (i)		
			_____ Name of Insured _____		\$ _____ (j)		
			_____ Name of Insured _____		\$ _____ (k)		

Security: To secure the payment of the note total (defined on the reverse side):  
 (1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me.  
 (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.  
 (3)  If checked, this note is not further secured by any contemporaneous agreement (other than (1) and (2) of this section).  
 (4)  If checked, this note is secured by a separate Financing Statement dated Jan. 22, 1988.  
 (5)  Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

54-420 Lb.: See Attached For Serial Numbers.  
6-500 Gal. Tanks.  
9-1000 Gal. Tanks.

If checked, this security agreement (if filed) should be filed in the real estate records.  
 Legal Description: \_\_\_\_\_  
 Record Owner (if not me): \_\_\_\_\_  
 This property will be used for:  Personal  Business  Agricultural  
 (other) \_\_\_\_\_ purposes.  
 If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

Signatures: I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.  
 COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING

Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.  
 Name: \_\_\_\_\_ Date: 1/25/88  
 Signature for Lender: [Signature]  
 Where necessary for filing this security agreement:  
[Signature] Fin. Div. Mgr.  
 PRECOMPUTED NOTE, DISCLOSURE, AND SECURITY AGREEMENT  
 © 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NDS-PI-OH 10/14/85 R

United Propane Incorporated  
 Signature [Signature]  
 Signature \_\_\_\_\_  
 Signature \_\_\_\_\_

212072

This FINANCIAL STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented.  The Debtor is a transmitting utility.

1. Debtor(s) Last Name(s) and Address(es) WESLEY DEWAYNE A. WESLEY LYNNE H. CLARY RD. 1-52 JESSUP MD 20794	2. Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10407 LAWHAN-SEVERN ROAD LAWHAN, MD 20706	4. The Filing Office, Date, Title, No. Filing Office AM NOTARIAL FEE 12.00 DUPLICATE 50
--	--	---

5. This Financing Statement covers the following types or items of property:  
1983 LINCOLN MKC NASHUA 14 1  
SERIAL # HCNX370142M312644 AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THEREON  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
TITLE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.  
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)  
GREEN TREE ACCEPTANCE, INC.  
2200 OPTI BOULEVARD SUITE 200  
GREEN TREE, PA 15110

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
(Describe Real Estate in Item 8)

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records. 9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction, or  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

WESLEY DEWAYNE A. WESLEY LYNNE H. PROFESSIONAL MH BROKERS  
 By *Wesley Dewayne A.* Signature(s) of Debtor(s) By *Wesley Lynne H.* Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked.)

500 524 PAGE 300

272073

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer  
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name) and address(es)	Secured Party(ies) and address(es)
Buchanan, Brian W. 2961 Rose Crown Circle Pasadena, MD 21122	WHITEGMC Trucks of Chicago, Inc. 5300 W. Plattner Dr. Alsip, IL 60658

AH RECORD FEE 11.00  
POSTAGE .50

1. This financing statement covers the following types (or items) of property:

ASSIGNEE OF SECURED PARTY

One 26' Morgan Body, Serial# VB 31354, attached to and becoming part of 1988 Volvo Model FE613, Serial# YB3U6A7A9JB418401

Chase/Clark Credit Company  
4545 Fuller Drive, Suite 420  
Irving, TX 75038

Not Subject to Recordation Tax

2.  Products of Collateral are also covered.

- Additional sheets presented.
- Filed with Office of Secretary of State of Illinois.
- Debtor is transmitting utility as defined in UCC §9-105.

By: Brian W. Buchanan  
Signature of (Debtor) Brian W. Buchanan  
(Secured Party)\*

\*Signature of Debtor Required in Most Cases.  
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

FILING OFFICER COPY / ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC - 1 - REV 3-75

272071

This FINANCING STATEMENT is presented to a filing officer for filing to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor (Last Name First) and address(es)  
 2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

REGISTRATION FEE 12.00  
 POSTAGE .50

4. This financing statement covers the following types (or items) of property:  
  
 All DeKalb Brand seed products, and the accounts receivable and other proceeds derived therefrom.

5. Assignee(s) of Secured Party and Address(es)

BK 473  
 1981 DEC 28  
 03/13/88  
 76.27  
 251861

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered: Proceeds of Collateral are also covered. No. of additional Sheets presented:  
 Filed with:

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date 12-7 19 87

DEKALB PEIZER GENETICS  
 By: *[Signature]*  
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy - Acknowledgement  
 Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing as an acknowledgment.  
 12.50

JAN 11 9 05 AM '88

A25

1981 DEC 28 A 9 51

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)  
ANTHONY D. TORBOLI  
149 KONRAD MORGAN WAY  
LOTHAIN, MD 20711  
ROSE M. JONES

2 Secured Party(ies) Name(s) and Address(es)  
ACCENT MOBILE HOMES  
7401 MOORE ROAD  
BRANDYWINE, MD 20613

4 For Filing Officer: Date, Time, No. Filing Office  
RECORD FEE 12.00

5 This Financing Statement covers the following types of items of property:  
1977  
70 X 14 WINDSOR 70145920 Rooms  
To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacture invoice and/or purchase agreement and/or retail security agreement.  
 Products of the Collateral are also covered

6 Assignments of Secured Party and Address(es)  
Crescent Financial, Inc.  
1623 Forest Drive Suite 201  
Annapolis, MD 21401

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block AH Lot 15/88

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

ANTHONY D. TORBOLI *Anthony D. Torboli*  
ROSE M. JONES *Rose Marie Jones* By *Gladya Diaz*  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
(1) Filing Officer Copy Numerical (Required only if Item 10 is checked)

12.50  
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

272073

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) Name and mailing address (Do not abbreviate)	2 Secured Party(ies) Name and Address	3 For Filing Officer (Date, Time and Filing Office)
Shoreland Distributors, Inc., P. O. Box 377 Deale, MD. 20751	SHORELINE PRODUCTS, INC. P. O. BOX 848 ARLINGTON, TX 76004-0848	RECORD FEE 12.00 POSTAGE .50 AN 256219 (Anne Arundel County) filed 4-17-85 1985
4 This statement refers to original Financing Statement No. 256219 (Anne Arundel County) filed		4-17-85 1985
Check if applicable <input type="checkbox"/> This Financing Statement Change is to be filed for record in the real estate records		
5 A Continuation The original Financing Statement is still effective. <input type="checkbox"/>	B Assignment The Secured Party of record has assigned his interest in the following collateral to: <input type="checkbox"/>	C Termination The Secured Party of record no longer claims a security interest under the Financing Statement. <input type="checkbox"/>
D Partial Release The Secured Party of record releases the following collateral: <input type="checkbox"/>		E Amendment XXX The Financing Statement is amended as set forth below: <input checked="" type="checkbox"/>

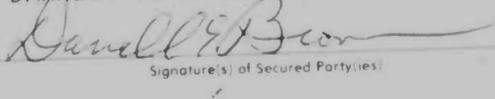
Please add: Proceeds of collateral are also covered.  
 Please add: Debtor's place of business includes the following street address:  
 5861 Deale & Churchton Road  
 Deale, MD 20751  
 and any and all other business locations storing debtor's inventory of Shoreline trailer products.

SHORELINE PRODUCTS, INC.

BILL KEMNITZER-PRESIDENT

By  Signature(s) of Debtor(s)

DARRELL E. BROWN - VP

By  Signature(s) of Secured Party(ies)

272077

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting liability

1. Debtor(s) (Last Name First) and Address(es)  
 JONATHAN J. REID  
 93 LYONS CREEK MOBILE ESTATE  
 LOTHIAN, MD. 20711  
 DENEEN REID

2. Secured Party(ies) Name(s) and Address(es)  
 MT. VERNON REALTY, INC.  
 5484 SOUTHERN MARYLAND BLVD.  
 LOTHIAN, MD. 20711

3. For Filing Office: Date, Time, No. Filing Office

4. Assignee(s) of Secured Party and Address(es)  
 Crescent Financial, Inc.  
 1623 Forest Drive Suite 201  
 Annapolis, MD 21401

5. This financing Statement covers the following type(s) for item(s) of property  
 1980  
 70 X 14 COMMODORE Rooms  
 CD 2224A

To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufactures invoice and/or purchase agreement and/or retail security agreement.

Products of the Collateral are also covered

The statement is to be indexed in the Real Estate Records

6. Name of a Record Owner

7.  The described crops are growing or to be grown on  
 The described goods are or are to be affixed to  
 The lumber to be cut or minerals or the like (including oil and gas) is on  
 \*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

JONATHAN J. REID By *Jonathan Reid* Crescent Financial, Inc.  
 DENEEN REID By *Deneen Reid* *Hinda Jaergant*  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
 (1) Filing Officer Copy Numerical (Required only if Item 10 is checked)

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) HAYDON TUBE & FORM CO. Division of The Lapidex Corporation Route 5, Box 262B Annapolis, Maryland 21401 Liber 417, Page 205	2. Secured Party(ies) and address(es) MEINHARD-COMMERCIAL CORPORATION 135 West 50th Street New York, New York 10020	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #02440 07/17/03 11:31 PH 03/13/88
4. This statement refers to original Financing Statement bearing File No. 228819 Clerk of the Circuit Court of Anne Arundel, Md. October 17, 19 79		

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
 10.

No. of additional Sheets presented: \_\_\_\_\_

MEINHARD-COMMERCIAL CORPORATION

By: \_\_\_\_\_ Signature(s) of Secured Party(ies)

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1030

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
THE LAPIDES CORPORATION  
Route 5, Box 262B  
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)  
MEINHARD-COMMERCIAL CORPORATION  
135 West 50th Street  
New York, New York 10020

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
MICHIGAN 577 403 711420  
AN 15 88

4. This statement refers to original Financing Statement bearing File No. 228818  
Filed with Clerk of the Circuit Court of Anne Arundel County, Md. Date Filed October 17, 19 79

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

MEINHARD-COMMERCIAL CORPORATION

By: *[Signature]* Signature(s) of Secured Party(ies)

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10-50

272330

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es) <b>CHARLES W O'MALLEY</b>  6 EDGEWOOD GREEN CT. ANNAPOLIS MD 21403	2. Secured Party(ies) and address(es) <b>CHRYSLER FIRST</b> 7611 LITTLE RIVER TURNPIKE ANNANDALE, VA 22003	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 RECEIVED OFFICE OF THE CLERK AN 03-13-89  5. Assignee(s) of Secured Party and Address(es)
4. This financing statement covers the following types (or items) of property  1987 EVINRUDE 8 HP SAIL 1385044		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with

Chrysler First Financial Svcs. Corp. of Va.

By \_\_\_\_\_ Signature(s) of Debtor(s)

By \_\_\_\_\_ Signature(s) of Secured Party(ies)

(1) Filing Officer Copy--Alphabetical

STANDARD FORM FORM UCC-1.

1130

TO BE RECORDED:

- LAND RECORDS
- FINANCING RECORDS
- ASSESSMENTS & TAXATION

- SUBJECT TO
- NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 0

FINANCING STATEMENT

DEBTOR: BONA ENTERPRISES INCORPORATED  
Name--Print or Type

790 SOUTH CAMP MEADE RD., LINNHCUM HIS, MD 21090  
Address--Street No. City - County State Zip code

SECURED PARTY: MEZ ELECTRIC CO INC  
Name--Print or Type

10716 REISTERSTOWN RD., OWINGS MILLS, MD 21117  
Address--Street No. City - County State Zip code

ASSIGNEE: BALTIMORE GAS AND ELECTRIC COMPANY  
(If Any) Name--Print or Type

P.O. BOX 1475, BALTIMORE, MD 21203  
Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:
  - 11 - SINGLE HEAD 30' STEEL BRONZE POLES WITH 400 WATT HIGH PRESSURE SODIUM SINGLE LUMINAIRES.
  - 20 - DOUBLE HEAD 30' STEEL BRONZE POLES WITH 400 WATT HIGH PRESSURE SODIUM DOUBLE LUMINAIRES.
  - 200 AMP SINGLE PHASE SERVICE TO THE PARKING LOT BOOTH WITH 40 CIRCUIT ELECTRICAL PANEL.
  - 18 POLE CONTACTOR TIME CLOCK CONTROLLED.
2. The above described personal property is to be affixed to the real property described below:
 

ALL THAT PARCEL OF LAND AS MORE FULLY DESCRIBED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY RECORDED ON 9-24-87 IN LIBER 4461 AND FOLIO 314. THE IMPROVEMENTS THEREIN BEING KNOWN AS 790 SOUTH CAMP MEADE ROAD.

The name of a record owner is FLIGHTIME OF MARYLAND INCORPORATED

DEBTOR: BONA ENTERPRISES INCORPORATED BY: [Signature]  
Name--Print or Type Signature and Title, if any

FRANK J. BONA, JR.  
Printed Name of Person Signing

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: M.R. FOWLER, M&ES DEPT., P O BOX 1475, BALTO, MD 21203  
Name Address

BOOK 524 PAGE 309

272032

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) BERKEY, INC. 75 Holly Hill Lane Greenwich, Ct. 06830	2. Secured Party(ies) and address(es) MANUFACTURERS HANOVER COMMERCIAL CORPORATION 1211 Ave. of Americas New York, N. Y. 10036	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 44.00 POSTAGE .50 COUNTY CLERK 803 734445 10/25/88 AH
--	--	---

4. This statement refers to original Financing Statement bearing File No. 263087  
Filed with AnneArundel County, Md. Date Filed 8/4/86 19  

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Partial Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. All of Debtor's inventory listed on the schedule attached hereto and sold by Debtor to Tocad Company, Ltd. pursuant to a purchase agreement between them dated December 11, 1987.

mcb1858

**RETURN TO:**  
**INFOSEARCH, INC.**  
P.O. Box 1110  
Albany, NY 12201

No. of additional Sheets presented:  
MANUFACTURERS HANOVER COMMERCIAL CORPORATION

By: 470  
Signature(s) of Debtor(s) (necessary only  
(1) Filing Officer Copy Alphabetical

By: [Signature]  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

PAGE 1A

524 PAGE 310

TOC/

SPK CODE #	PROD.#	ITEM	QTY
ZCLO50S-A-00		NICAD BATTERY PAK CL-5 F/CV-300	
S3303S5-A-00		SUNPAK AUTO 388D	
		SYNCHRO CORD CLAMP & BRACKET CORD, CLAMP & BRACKET) 35MM FOR NICAD BATTERY CLUSTER(CL-3) STANDAND HEAD & BATTERY CARTRIDGE	
ZBNO62S-U-00		NICAD C-SIZ BATTERY SET FOR DROP SHIPMENTS MONOLITES & ITS ACCESSORIES	
		SUNPAK AUTO 622 PRO-SYSTEM OPTIONAL ACCESSORIES WITH 5' EXTENSION CORD CHARGER CHC-16 F/CV-300	
ZCH160S-A-00			
ZBL250T-U-00		LITHIUM BATTERY 2CR5 BASIC BODY(INCLUSIVE OF SYNCHRO	
S8364S7-A-00	65043L	SUNPAK AUTO 433AF OLYMPUS	2042
S7364S7-A-00	65043N	SUNPAK AUTO 433AF NIKON	2526
ZBU306S-A-00	655DRA	VIDBO LAMP 120V 300W	1192
ZDE001U-A-00	464110	OMEGA CS-10 COMPARTOR	
ZDE001U-A-00	645110	OMEGA CS-10 EXP COMPARATOR	
H0161B0-E-00	650140	MODEL 1400M	847
H0202B2-A-00	650144	SUNPAK AUTO 144	1621
H2202B0-A-00	650146	AUTO 2000BZ	190
H0161B0-A-00	650161	SUNPAK 1600A	10181
S1223B7-A-01	650222	SUNPAK AUTO ZOOM 222 W/TL-4	
H0204B8-A-00	650244	SUNPAK AUTO 144D	2517
H1204B7-A-00	650246	AUTO 2000DZ	857
S0244B4-U-00	650260	CANNON 244D	359
S3244BL-U-00	650263	MX/RX 244D	174
S1244B3-U-00	650266	NE 244D	51
S2244B2-U-00	650268	OT/PT 244D	0
S4244B0-A-00	650270	CANON 266D	
S7244B7-A-00	650273	MX/RX 266D	
S5244B9-A-00	650276	NIKON 266D	
S6244B8-A-00	650278	PT/OT 266D	
S1265B8-A-01	650315	SUNPAK AUTO 333D BODY ONLY	235
S1263B3-A-00	650333	SUNPAK AUTO ZOOM 333	542

PAGE 2A

S0264B2-A-00	650360	SUNPAK 344D CANON	*	2264
S5264B7-A-00	650363	SUNPAK 344D MINOLTA MX-2D	*	1737
S1264B1-A-00	650366	SUNPAK 344D NIKON	*	118
	650367	AUTO ZOOM 344D F/NI		872
S7264B5-A-00	650368	SUNPAK 344D PENTAX TTL		886
S2264B0-A-00	650369	SUNPAK 344D OLYMPUS		292
S0365S7-A-01	650415	SUNPAK AUTO 444D BODY ONLY		2
S1305S2-A-01	650422	SUNPAK AUTO 422D BODY ONLY		209
S0364S0-A-00	650430	SUNPAK AUTO 433D(CANON)	*	1544
S3364S7-A-00	650433	SUNPAK AUTO 433D MX-1D		
S5364S5-A-00	65043T	SUNPAK AUTO 433D MS-2D	*	1605
S1364S9-A-00	650436	SUNPAK AUTO 433D(NIKON)		2326
S4364S6-A-00	650438	SUNPAK AUTO 433D(PENTAX)		299
S2364S8-A-00	650439	SUNPAK AUTO 433D (OLYMPUS)		625
S0423H4-A-00	650544	SUNPAK AUTO 544		2161
S0455H6-A-01	650555	SUNPAK AUTO 555	*	1755
ZPK504S-A	650615	BASIC BODY COMPLETE WITH BASIC BODY		766
S050H8-A	650622	STANDARD PACKAGE CONSISTING OF		404
S0085R1-A-01	650811	SUNPAK AUTO DX8R		
S1320E1-A-01	650832	SUNPAK MARINE 32		172
ZDS161U-A-00	651040	INTERFACE MODULE CA-2D	*	0
ZDSO63S-A-00	651041	INTERFACE MODULE KX-1D	*	572
ZDSO60S-A-01	651042	INTERFACE MODULE STD-1D	*	425
ZDSO62S-A-00	651043	INTERFACE MODULE MX-1D		4542
ZDSO68S-A-00	651044	INTERFACE MODULE YC-1D	*	33
ZDSO65S-A-00	651046	INTERFACE MODULE NE-1D	*	2590
ZDSO66S-A-00	651047	INTERFACE MODULE RX-1D	*	534
ZDSO67S-A-00	651048	INTERFACE MODULE PT-1D	*	600
ZDSO64S-A-00	651049	INTERFACE MODULE OT-1D	*	67
	651053	SUNPAK R SENSOR MX-S		14
	651059	SUNPAK R SENSOR OT-S		604
S1505H7-A	651060	STANDARD FLASH HEAD 35MM		376
S2505H6-A	651061	ZOOM FLASH HEAD		221
S1503E2-A	651062	DIFFUSED HEAD		2
S0505R8-A	651063	RING FLASH HEAD		190
S0503E3-A	651064	INFRA RED FLASH HEAD		36
S3505H5-A	651065	FLASH HEAD FOR 6X6 50MM CAMERA		11
S2503EL-A	651066	BARE FLASH HEAD		39
ZDS162S-A-00	651143	INTERFACE MODULE MX-2D	*	86
ZDS165S-A-00	651146	INTERFACE MODULE NE-2D	*	793
ZDS167S-A-00	651148	INTERFACE MODULE PT-2D		660
ZCG500S-A	651160	BATTERY CARTRIDGE(CG-10)		288
ZCL030S-A	651163	NICAD BATTERY CLUSTER (CL-3)		389
ZQC060S-A	651165	1-HOUR QUICK CHARGER UNIT(QBC-6)		393
ZZZ029S-A	651166	DEDICATED REMOTE CORD(EXT-11)		
ZFK060S-A	651167	FILTER KIT (FK-6) COMPLETE	*	387
ZZZ045S-A	651168	CONVERSION PLUG FOR AD-26		1296
ZDS261S-A-00	651246	INTERFACE MODULE NE-3D	*	309
ZPK030S-A-02	651620	POWER PACK TR-PAK 2 W/QBC-5		1847
ZSVO10S-A-01	651715	SLAVE UNIT		498
ZRSO20S-A-01	651716	REMOTE SENSOR FOR AUTO 411		117
ZRSO10S-A-01	651717	REMOTE SENSOR FOR AUTO 611 DISCON		56
ZPC400S-A-00	651718	CORD FOR SENSOR		51
ZFHO30S-A-00	651721	FILTER HOLDER FOR 611		50
ZFHO40S-A-00	651722	FILTER HOLDER FOR 522		45
ZPK510S-A-01	651723	POWERPAK FOR 510V BATTERY		73

UNIT PRICE LIST

UNIT COST		TOTAL COST			
YEN	US DOLLARS	TOTAL YEN	TOTAL YEN CONVERTED TO 134.67	TOTAL US DOLLARS	TOTAL US & YEN IN US DOLLARS
		0	0.00	0.00	0.00
4150		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
4800		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
2160	9.00	0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
1000		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
650		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
7700		15723400	116755.03	0.00	116755.03
7700		19450200	144428.60	0.00	144428.60
1200		1430400	10621.52	0.00	10621.52
2100		0	0.00	0.00	0.00
2450		0	0.00	0.00	0.00
950		804650	5974.98	0.00	5974.98
	13.00	0	0.00	21073.00	21073.00
	14.60	0	0.00	2774.00	2774.00
1500		15271500	113399.42	0.00	113399.42
4270		0	0.00	0.00	0.00
	16.30	0	0.00	41027.10	41027.10
	17.80	0	0.00	15254.60	15254.60
	22.00	0	0.00	7898.00	7898.00
	22.00	0	0.00	4350.00	4350.00
	25.00	0	0.00	1122.00	1122.00
	22.00	0	0.00	0.00	0.00
	22.00	0	0.00	0.00	0.00
	24.00	0	0.00	0.00	0.00
	27.00	0	0.00	0.00	0.00
	24.00	0	0.00	0.00	0.00
	24.00	0	0.00	0.00	0.00
7250		1703750	12651.30	0.00	12651.30
5771		3127882	23226.27	0.00	23226.27

6100	13810400	102549.94	0.00	102549.94
6300	10943100	81258.63	0.00	81258.63
6100	719800	5344.92	0.00	5344.92
6100	5319200	39498.03	0.00	39498.03
6100	5404600	40132.17	0.00	40132.17
6100	1781200	13226.41	0.00	13226.41
6100	15640	116.14	0.00	116.14
7820	1634380	12136.18	0.00	12136.18
7820	10962400	81401.95	0.00	81401.95
7100	0	0.00	0.00	0.00
7100	13642500	101303.19	0.00	101303.19
8500	16514600	122630.13	0.00	122630.13
7100	2122900	15763.72	0.00	15763.72
7100	4437500	32950.92	0.00	32950.92
7100	23771000	176512.96	0.00	176512.96
11000	26325000	195477.83	0.00	195477.83
15000	15243400	113190.76	0.00	113190.76
9900	9292000	68998.29	0.00	68998.29
13000	0	0.00	0.00	0.00
6000	5332000	39593.08	0.00	39593.08
11000	0	0.00	0.00	0.00
1680	1355640	10066.38	0.00	10066.38
2370	714000	5301.85	0.00	5301.85
1680	7630560	56661.17	0.00	56661.17
1680	55440	411.67	0.00	411.67
1680	4351200	32310.09	0.00	32310.09
1680	897120	6661.62	0.00	6661.62
1680	1008000	7484.96	0.00	7484.96
1680	112560	835.82	0.00	835.82
1680	45220	335.78	0.00	335.78
3230	0	0.00	11113.60	11113.60
	18.40		0.00	5863.22
2100	789600	5863.22	0.00	4759.04
2900	640900	4759.04	0.00	34.16
2300	4600	34.16	0.00	7054.28
5000	950000	7054.28	0.00	668.30
2500	90000	668.30	0.00	171.53
2100	23100	171.53	0.00	2316.77
8000	312000	2316.77	0.00	1596.50
2500	215000	1596.50	0.00	9892.63
1680	1332240	9892.63	0.00	9801.74
2000	1320000	9801.74	0.00	2138.56
1000	288000	2138.56	0.00	21868.27
5000	2945000	21868.27	0.00	17217.64
5900	2318700	17217.64	0.00	0.00
2300	0	0.00	0.00	5747.38
2000	774000	5747.38	0.00	2887.06
300	388800	2887.06	0.00	8030.74
3500	1081500	8030.74	0.00	123435.06
9000	16623000	123435.06	0.00	6212.52
1680	836640	6212.52	0.00	1924.37
2215	259155	1924.37	0.00	873.25
2100	117600	873.25	0.00	64.38
170	8670	64.38	0.00	116.95
315	15750	116.95	0.00	105.26
315	14175	105.26	0.00	3252.39
6000	438000	3252.39	0.00	

ZCLO10S-A-00	651725 BATTERY CLUSTER FOR 611(CL-1)*	61
ZCL510S-A-00	651727 NICAD BATTERY 510V(NC510)	530
ZQC030S-A-02	651731 CHARGER ONLY 3-HOUR(QBC-3)	132
ZBQ034S-A-00	651732 BATTERIES 4 X AA (QB-3)	124
ZWK040S-A-00	651734 WIDE PANEL FOR 222/22SR	213
ZQC010S-A-01	651735 CHARGER FOR 611 CLUSTER(QBC-1) *	136
ZXX010S-A-01	651736 WIDE ANGLE KIT	192
ZXX020S-A-01	651737 TELE-WIDE KIT	40
ZFK011S-A-00	651738 FILTER KIT(FK-1)	288
ZFH010S-A-00	651739 FILTER HOLDER F/300 SERIES	129
ZAD270S-A-00	651740 AC ADAPTER AD-27	341
ZAD260S-A-00	651741 AC ADAPTER AD-26	317
ZPC000S-A-00	651743 PC CORD 10"	
ZZZ004S-A-00	651744 REMOTE SENSOR EXT CORD 5'	61
ZFH020S-A-00	651745 FILTER HOLDER F/400 SERIES	
ZTLO10S-A-00	651746 TELEKIT F/400 SERIES (TL-1)	541
ZBHO10S-A-00	651749 BATTERY HOLDER F/400 SERIES	
ZCR433S-A-00	651750 CLAMP	63
ZBR351S-A-00	651751 STANDARD BRACKET	174
ZBR660S-A-00	651752 REFLEX BRACKET 6X6	80
ZPC135S-A-00	651753 SYNCHRO CORD PC CORD 1.5 M	91
ZZZ012S-A-00	651754 CORD FOR POWERPAK-10"	4
ZBH030S-A-00	651756 BATTERY HOLDER FOR 511	
ZCB010S-A-00	651758 CABLE RELEASE	67
ZEX010S-A-00	651759 BRACKET EXTENDER	13
	651760 ****FLIP FLASH ADAPTER	3
	651761 ****COMPART CASE 411	4
	651764 ****SUNPAK FITHLDAP52	480
ZTL020S-A-00	651766 TELE KIT F/611(TL-20)	2
ZFK021S-A-01	651767 FILTER KIT F/522/611(FK-2)	116
ZGPO40S-A-01	651772 BASIC GRIP	536
	651773 ****STANDARD GRIP	7
ZPC511S-A-00	651781 CORD FOR 522	43
ZPC531S-A-00	651782 CORD FOR 522-5	403
ZBHO21S-A-00	651783 BATTTERY HOLDER FOR 522	34
ZCLO20S-A-00	651784 NC BATT. CLUSTER (CL-2)	
ZTLO30S-A-00	651786 TELE KIT FOR 522(TL-3)	
ZRS050S-A-00	651787 REMOTE SENSOR F/522(RS-005)	1002
ZZZ022S-A-00	651788 EXT CORD FOR RS-005-5'	
ZPC920S-A-00	651792 PC 3' EXTENSION CORD	69
ZPC940S-A-00	651793 PC 10' EXTENSION CORD	432
ZPC950S-A-00	651794 PC 15' EXTENSION CORD	216
ZBK010S-A-00	651795 BOUNCE LIGHTING KIT	401
ZTLO50S-A-00	651796 TELE KIT FOR AP-52	296
ZCG010S-A-00	651797 BATTERY HOLDER FOR AP-52	
ZBR352S-A-00	651798 BRACKET FOR AP-52	
	651802 *SUNPAK NIC CART/NIK 2	6
	651803 ****NICAD CART/NIK 3	14
	651808 *SUNPAK BRAK F/MARINE	20
ZQC050S-A-00	651809 CHARGER F/NC CARTRIDGE(QBC-5)	
	651812 ****BATTERY CRR/NIK 2	11
	651813 ****BATTERY CRT/NIK 3	25
	651814 ****BATTERY CRT/IKG	6
ZWK130S-A-00	651820 ULTRA WIDE ADAPTOR F/M-32	84
ZBR300S-A-00	651821 BRACKET FOR IKELITE	81
ZZZ008S-A-00	651822 O-RING SET	71

3045	185745	1379.26	0.00	1379.26
6230	3301900	24518.45	0.00	24518.45
2480	327360	2430.83	0.00	2430.83
1095	135780	1008.24	0.00	1008.24
150	31950	237.25	0.00	237.25
2100	285600	2120.74	0.00	2120.74
250	48000	356.43	0.00	356.43
250	10000	74.26	0.00	74.26
1450	417600	3100.91	0.00	3100.91
315	40635	301.74	0.00	301.74
2000	682000	5064.23	0.00	5064.23
2000	634000	4707.80	0.00	4707.80
170	0	0.00	0.00	0.00
315	19215	142.68	0.00	142.68
315	0	0.00	0.00	0.00
1800	973800	7231.01	0.00	7231.01
315	0	0.00	0.00	0.00
840	52920	392.96	0.00	392.96
630	109620	813.99	0.00	813.99
1500	120000	891.07	0.00	891.07
295	26845	199.34	0.00	199.34
860	3440	25.54	0.00	25.54
315	0	0.00	0.00	0.00
500	33500	248.76	0.00	248.76
315	4095	30.41	0.00	30.41
0	0	0.00	0.00	0.00
0	0	0.00	0.00	0.00
0	0	0.00	0.00	0.00
2435	4870	36.16	0.00	36.16
1500	174000	1292.05	0.00	1292.05
2450	1313200	9751.24	0.00	9751.24
0	0	0.00	0.00	0.00
200	8600	63.86	0.00	63.86
295	118885	882.79	0.00	882.79
315	10710	79.53	0.00	79.53
2205	0	0.00	0.00	0.00
1800	0	0.00	0.00	0.00
2215	2219430	16480.51	0.00	16480.51
800	0	0.00	0.00	0.00
240	16560	122.97	0.00	122.97
295	127440	946.31	0.00	946.31
355	76680	569.39	0.00	569.39
1500	601500	4466.47	0.00	4466.47
500	148000	1098.98	0.00	1098.98
355	0	0.00	0.00	0.00
420	0	0.00	0.00	0.00
0	0	0.00	0.00	0.00
0	0	0.00	0.00	0.00
0	0	0.00	0.00	0.00
1930	0	0.00	0.00	0.00
0	0	0.00	0.00	0.00
0	0	0.00	0.00	0.00
0	0	0.00	0.00	0.00
450	37800	280.69	0.00	280.69
3750	303750	2255.51	0.00	2255.51
130	9230	68.54	0.00	68.54

ZZZ052S-A-00	651828	SYNCH CONNECTOR F/NIKONOS 1/11	49
ZZZ051S-A-00	651829	SYNCH CONNECTOR F/IKELITE	81
ZFH130S-A-00	651837	FILTER HOLDER F/322D(FH-13)	771
ZTL060S-A-00	651841	TELE-FIL KIT F/422D(TL-6)	1342
ZTL080S-A-00	651842	TEL KIT FOR 444D (TL-8)	1228
ZZZ027S-A-00	651843	DED REMOTE CORD EXT-09	232
ZZZ025S-A-00	651844	DED REMOTE CORD EXT-08	53
ZZZ024S-A-00	651845	DED REMOTE CORD EXT-07	303
ZZZ028S-A-00	651846	DED REMOTE CORD EXT-10	1
ZFH120S-A-00	651847	FILTER HOLDER FOR 422D	3
ZZZ061S-A-00	651850	DOME DIFFUSER	704
	651855	FLASHPACK KIT	
ZZZ001T-A-00	651860	HOT SHOE ADAPTOR	1457
	651902	DISPLAY-NO CHARGE	125 N/C
	651903	DISPLAY-NO CHARGE	2700 N/C
	652036	SUNPAK 36 DX	
	652040	SUNPAK CAN MODULE F/MG1 *	794
	652043	SUNPAK MIN MODULE F/MG1 *	22
	652046	SUNPAK NIK MODULE F/MG1 *	1176
	652048	SUNPAK PEN MODULE F/MG1 *	333
	652260		4
	652263		2
	652268		5
	652349		
	652540	****SPK MG-1 W/CA MD	
	652546	SUNPAK MG-1 W/ NIK MOD	
	652548	SUNPAK MG-1 W/ PEN MOD	
	654116	6244116 821-A	30
	654117	6224117 821-PK	30
	654118	6224118 821-MX	30
	654119	6224119 821-OT	30
	654120	6224120 821-NE	22
	654124	6224124 933-OT	30
	654201	2000 AUTO	
	654300	DIGI ROBOT	
Y2300S2-A-00	655300	VIDEO LITE 3000 *	1825
Y2301SO-A-00	655301	VIDEO LITE AUTO TRIAC 3001 *	2714
Y2030A5-A-01	655503	SUNPAK VIDEO LITE CV-300	
Y2600S5-A-00	655601	VIDEO LITE AUTO TRIAC 6001	482
Y1089E2-A-00	656100	SUNBURST VIEW PRINTER *	247
ZBU156P-A-00	656160	BULB JCD120V 150W	
SO200W6-A-01	657200	MONOLITE MS-2000	887
ZZZ104S-A-00	657300	FLASH TUBE *	96
ZBU156S-A-00	657305	MODELING LAMP	
ZZZ101S-A-00	657320	REFLECTOR-6"	
ZZZ102S-A-00	657321	REFLECTOR-12"	15
ZZZ103S-A-00	657322	REFLECTOR-16"	13
ZZZ105S-A-00	657330	BARNDOR-6"	
ZZZ106S-A-00	657331	BARNDOR-12"	36
ZZZ107S-A-00	657332	BARNDOR-16"	31
ZZZ108S-A-00	657333	DIFFUSER-12"	35
ZZZ109S-A-00	657334	DIFFUSER-16"	1
ZZZ111S-A-00	657335	SNOOT-6"	
ZZZ114S-A-00	657336	GRID-6"	81
ZZZ115S-A-00	657337	GRID-12"	106
ZZZ113S-A-00	657338	FLASH COVER	61

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3000		147000	1091.56	0.00	1091.56
3000		243000	1804.41	0.00	1804.41
315		242865	1803.41	0.00	1803.41
1500		2013000	14947.65	0.00	14947.65
1350		1657800	12310.09	0.00	12310.09
2300		533600	3962.28	0.00	3962.28
2300		121900	905.18	0.00	905.18
2300		696900	5174.87	0.00	5174.87
2300		2300	17.08	0.00	17.08
250		750	5.57	0.00	5.57
450		316800	2352.42	0.00	2352.42
	7.88	0	0.00	0.00	0.00
285		415245	3083.43	0.00	3083.43
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
7720		0	0.00	0.00	0.00
1000		794000	5895.89	0.00	5895.89
1000		22000	163.36	0.00	163.36
1000		1176000	8732.46	0.00	8732.46
1000		333000	2472.71	0.00	2472.71
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
		0	0.00	0.00	0.00
4500		0	0.00	0.00	0.00
4500		0	0.00	0.00	0.00
4500		0	0.00	0.00	0.00
	12.00	0	0.00	360.00	360.00
	12.00	0	0.00	360.00	360.00
	12.00	0	0.00	360.00	360.00
	12.00	0	0.00	360.00	360.00
	12.00	0	0.00	264.00	264.00
	28.00	0	0.00	840.00	840.00
2800		0	0.00	0.00	0.00
	0.00	0	0.00	0.00	0.00
5000		9125000	67758.22	0.00	67758.22
8000		21712000	161223.73	0.00	161223.73
9000		0	0.00	0.00	0.00
11000		5302000	39370.31	0.00	39370.31
18500		4569500	33931.09	0.00	33931.09
1150		0	0.00	0.00	0.00
	143.00	0	0.00	126841.00	126841.00
	35.00	0	0.00	3360.00	3360.00
	5.00	0	0.00	0.00	0.00
	7.90	0	0.00	0.00	0.00
	15.75	0	0.00	236.25	236.25
	18.90	0	0.00	245.70	245.70
	33.54	0	0.00	0.00	0.00
	27.88	0	0.00	1003.68	1003.68
	33.23	0	0.00	1030.13	1030.13
	18.17	0	0.00	635.95	635.95
	19.35	0	0.00	19.35	19.35
	12.68	0	0.00	0.00	0.00
	19.65	0	0.00	1591.65	1591.65
	33.00	0	0.00	3498.00	3498.00
	5.30	0	0.00	323.30	323.30

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	657340		
	657341		
	657342		
	657343	WHITE 42"	
	657344	SILVER 52"	
	657352	BACKLIGHT STAND	
ZPC190S-A-00	657360	SYNCHRO CORD 12'	* 226
ZZ2049S-A-00	657361	AC CORD 15'	241
	657375		
	657380	STANDARD CARRYING CASE - APEX	
SO400W2-A-01	657400	MONOLITE MS-4000	* 654
H2140B2-P-00	6244101	MODEL 400M	
H0161B0-P-00	6244102	MODEL AT500	
H2202B0-P-00	6244103	MODEL AZ600	
S0264B2-P-02	6244121	MODEL 933 CANON(654-121)	29
S7264B5-P-02	6244122	MODEL 933 PENTAX(654-122)	30
S5264B7-P-02	6244123	MODEL 933 MINOLTA(654-123)	30
S6264B6-P-03	6244125	MODEL 933 NIKON(654-125)	30
S0244B4-P-00	6244130	MODEL 800 CA	
S3244B2-P-00	6244131	MODEL 800 CT/PT	
S244B1-P-00	6244132	MODEL 800 MX/RX	
S1244B3-P-00	6244133	MODEL 800 NE	

ADDITIONAL TOP LEVEL ITEMS INCLUDED IN SHIPMEN

650440	TOP LEVEL INCLUDES	650422 & 651040	2
650443	TOP LEVEL INCLUDES	650422 & 651043	38
650444	TOP LEVEL INCLUDES	650422 & 651044	2
650446	TOP LEVEL INCLUDES	650422 & 651046	27
650447	TOP LEVEL INCLUDES	650422 & 651047	68
650448	TOP LEVEL INCLUDES	650422 & 651048	2

87151

PAGE 5 E

BOOK 524 PAGE 319

	0	0.00	0.00	0.00
	0	0.00	0.00	0.00
	0	0.00	0.00	0.00
	0	0.00	0.00	0.00
18.17	0	0.00	0.00	0.00
32.38	0	0.00	0.00	0.00
18.38	0	0.00	0.00	0.00
2.50	0	0.00	565.00	565.00
5.50	0	0.00	1325.50	1325.50
	0	0.00	0.00	0.00
	0	0.00	0.00	0.00
50.00	0	0.00	0.00	0.00
175.00	0	0.00	114450.00	114450.00
4.10	0	0.00	0.00	0.00
7.99	0	0.00	0.00	0.00
15.73	0	0.00	0.00	0.00
32.97	0	0.00	956.13	956.13
32.97	0	0.00	989.10	989.10
32.97	0	0.00	989.10	989.10
32.97	0	0.00	989.10	989.10
32.97	0	0.00	989.10	989.10
19.30	0	0.00	0.00	0.00
19.30	0	0.00	0.00	0.00
19.30	0	0.00	0.00	0.00
19.30	0	0.00	0.00	0.00

T				
9500	19000	141.09	0.00	141.09
9500	361000	2680.63	0.00	2680.63
9500	19000	141.09	0.00	141.09
9500	256500	1904.66	0.00	1904.66
9500	646000	4796.91	0.00	4796.91
9500	19000	141.09	0.00	141.09

334778892    2485920.34    366205.24    2861931.03  
 42928.97  
 2904859.99

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 320  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 3-11-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anadel Nursery, Inc.

Address 101 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name The Bank of Glen Burnie

Address P.O. Drawer 70, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1987 F2000 Kubota Front End Tractor with Mower

RECORD FEE 12.00  
POSTAGE .50  
MARGARET M. THOMAS REC 11/24/88  
03/13/89

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

M.D. Faulkner P.  
(Signature of Debtor)

M.D. Faulkner, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Margaret M. Thomas  
(Signature of Secured Party)

Margaret M. Thomas  
Type or Print Above Signature on Above Line

1150

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 170  
Identification No. 270669 Dated 11/20/87

1. Debtor(s) Annmarc, Inc.  
Name or Names—Print or Type
- P.O. Box 3470, Annapolis, A.A., Maryland 21404  
Address—Street No., City—County State Zip Code
2. Secured Party First National Bank of Maryland  
Name or Names—Print or Type
- 18 West Street, Annapolis, A.A., Maryland 21401  
Address—Street No., City—County State Zip Code
3. Maturity Date (if any) \_\_\_\_\_ RECEIVED FEE 10.00  
POSTAGE .50
4. Check Applicable Statement: \_\_\_\_\_ RECEIVED DATE WAS 11/24/87  
11/25/87  
AH

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> X From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Please release as follows:

- HP 3000 CPU Serial #2601A02145
- 55 Megabyte Disc 2622A09171
- 55 Megabyte Disc 2603A07058
- Tape Backup Unit 2728E15854

Dated: 3/11/88 FIRST NATIONAL BANK OF MARYLAND  
Name of Secured Party  
Catherine T. Lewis  
Signature of Secured Party  
Catherine T. Lewis, Asst. Vice Pres.  
Type or Print (Include Title if Company)

10.50

4460

FINANCING STATEMENT FORM UCMA 012011

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lawscapes Etc., Inc.  
Address 12500 Swirl Lane, Bowie, MD 20715

2. SECURED PARTY

Name Circle Business Credit, Inc.  
Address 110 S. Jefferson Plaza, Whippany, NJ 07981

RECORD FEE 11.00  
RECORDED 1988 MAR 15:02  
MAR 15 1988  
AH

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Used Burkeen ~~D-30~~ Cable Plow  
S/N - DP30193B  
Equipment to be located at: AKJ  
2431 Crofton Lane  
Crofton, MD 21114

Name and address of Assignee

"Conditional Sale Contract - Not Subject to Recordation Tax."

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

x Randall K. Johnson, President  
(Signature of Debtor)

Randall K. Johnson, Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Denise Schmidt  
(Signature of Secured Party)

Denise Schmidt  
Type or Print Above Signature on Above Line

11



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 28,000.00
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

1. Debtor(s) Baldwin Service Center, Inc. Street 41 Defense Highway City Annapolis, Md. State 21401

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

RECORD FEE 11.00  
 TAX 176.00  
 TOTAL 187.00

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

BALDWIN SERVICE CENTER, INC.

Secured Party: SOVRAN BANK/MARYLAND

By: Jeffrey D. Dunaway

Type Name Jeffrey D. Dunaway

Title Assistant Vice President

BY: F. Gregory Baldwin Pres.  
F. Gregory Baldwin, President

Type or Print Name and Title of Each Signature

11/19/88 50

BALDWIN SERVICE CENTER, INC.  
March 7, 1988

BOOK 524 PAGE 324

SCHEDULE A

1 JCB 1400 B Centermount 2 WD Backhoe Loader  
SN # 14BN2066/320491/7  
Engine 084124N

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 524 PAGE 325

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ameral & Sons General Contracting & Excavating, Inc.

Address 307 Wellham Avenue, Glen Burnie, MD 21061 (AA Co.)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) International Model 125E C/Loader SN 6648 w/GP Bucket

Name and address of Assignee  
POSTAGE .50  
115000 0345 903 715000  
08/15/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ameral & Sons General Contracting & Excavating, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

x *[Signature]*

(Signature of Debtor)

x CHARLES D MILLIGAN  
11750  
Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

*[Signature]*

(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

11750

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Patrick L. Holden, D.V.M., P.A. t/a Severn Square Veterinary Hospital 2620-G Annapolis Road Severn, Maryland 21144</p>	<p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21202</p> <p>Attn: William A. Rowe, III</p> <hr/> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or Items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of the veterinarian business (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever.

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 62,000.00  
34,500 of debt is secured by Debtor's business machinery and equipment and construction of leased premises and is therefore subject to recordation tax.

RECORD FEE 12.00  
RECORD TAX 241.50  
RECORDED 1345 H03 114158  
03/15/88

DEBTOR:  
PATRICK L. HOLDEN, D.V.M., P.A.  
t/a Severn Square Veterinary Hospital

(Type Name)  
By: Patrick L. Holden, D.V.M., President

By: \_\_\_\_\_ March 10 1988  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

12  
241.50  
.50

FINANCING STATEMENT

1.        To Be Recorded in the Land Records.
2.   X   To Be Recorded among the Financing Statement Records.
3.   X   Not subject to Recordation Tax.
4.        Subject to Recordation Tax on an initial debt in the principal amount of                                 . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                                 .

5. Debtors Names	Address
Sylmac, Inc.	1886 Crownsville Road Annapolis, MD 21401

6. Secured Party	Address
First Federal Savings & Loan Association of Annapolis	1832 George Avenue Annapolis, MD 21401

7. This Financing Statement covers and Debtor(s) hereby grant(s) to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

SYLMAC, INC.  
A Maryland Corporation

RECORD FEE <sup>AM</sup> 15.00  
POSTAGE .50  
#027330 DUES #03 715400  
03/15/88

By: Caldwell McMillan (SEAL)  
Caldwell McMillan, President

Address where Collateral  
will be located:

72.928 ± acres  
1886 Crownsville Road  
Annapolis, MD 21401

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,  
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral  
Street, P.O. Box 868, Annapolis, Maryland 21404.

a:ff40917.fs/ff17

1300  
JD

EXHIBIT A

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BEGINNING for the same at an iron bar found on the North side of Maryland Route 450 - Defense Highway at Point Number 11, the Southeast corner of Section 3 Plat 5 of The Ridges, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 85 at Page 1, and leaving Maryland Route 450 and running thence with the binding on the East outline of said plat and continuing with the East outline of Section 5, Plat 6 of The Ridges, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 85 at Page 2, one course in all,

(1) North  $07^{\circ}46'54''$  East 2924.56 feet to the North end of said East outline, also being the Southeast corner of Sylmac, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 31 at Page 72, thence running with and binding on the South outline of Sylmac as aforesaid, the following three (3) courses and distances, viz:

(2) South  $60^{\circ}37'49''$  East 1038.29 feet to a pipe found,

(3) South  $71^{\circ}07'33''$  East 498.20 feet and

(4) North  $89^{\circ}04'27''$  East 185.50 feet to the West side of Crownsville Road 60 (sixty) feet wide, thence running with and binding on the West side of said road, the following 4 (four) courses and distances, viz:

(5) South  $00^{\circ}33'29''$  East 388.35 feet,

(6) South  $01^{\circ}23'29''$  East 439.46 feet,

(7) 173.36 feet along the arc of a curve to the left having a radius of 368.68 feet and a chord bearing South  $14^{\circ}51'45''$  East 171.77 feet and,

(8) South  $28^{\circ}20'03''$  East 47.18 feet to a point on and distant 19.84 feet from a pipe found at the beginning of the closing or North  $64^{\circ}00'25''$  West 407.77 feet line of that parcel of land which by indenture dated June 4, 1982, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3597 at folio 373 was granted and conveyed by Carol A. Eason to Michael O. Eason, thence running with and binding on part of the First and Second through the Fifth lines of said parcel, being in common with the boundary of the parcel now being described, the following 6 (six) courses and distances, viz:

(9) North  $63^{\circ}57'47''$  West 387.77 feet,

(10) South  $70^{\circ}39'34''$  West 527.50 feet to a pipe found,

(11) South  $26^{\circ}39'15''$  West 254.32 feet,

(12) South  $04^{\circ}03'15''$  West 41.70 feet,

(13) South  $09^{\circ}24'28''$  East 353.29 feet to a pipe found, and

(14) South  $67^{\circ}55'30''$  East 22.04 feet to a pipe found at the end of the Fourth or North  $70^{\circ}25'$  East 216.24 feet line of that parcel of land which by deed dated August 21, 1971, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2439 at folio 428 was granted and conveyed by Francis Benjamin Asher to James O. Onderdonk, Jr., and Patricia V. Onderdonk, his wife, thence running with and binding, reversely, on said line and continuing, reversely, with the Third of North  $70^{\circ}25'$  East 61.67 feet line of that parcel of land which by deed dated November 26, 1973, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2639 at folio 422 was granted and conveyed by Francis Benjamin Asher to James O. Onderdonk, Jr. and Patricia V. Onderdonk, his wife, one course in all and being in common with the boundary of the parcel now being described,

(15) South  $63^{\circ}15'45''$  West 277.91 feet, thence running, reversely, with and binding on the Second line of said parcel and continuing, reversely, with and binding on Fifth or North  $46^{\circ}55'$  East 295.0 feet line of the Second parcel of that land which by deed dated October 30, 1981, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3455 at folio 182 was granted and conveyed by Frank B. Walsh, Jr., and Ronald R. Holdin, Trustee, et al, to James J. Robison and Janet M. Robison, his wife, one and continuing, reversely, with and binding on the First of North  $46^{\circ}23'$  East 57.75 feet line of the First parcel of that land described in the deed lastly mentioned above, one course in all and being in common with the boundary of the parcel now being described.

(16) South  $39^{\circ}55'20''$  West 495.00 feet, thence running with and binding on the closing line of said parcel, being in common with the boundary of the parcel now being described.

(17) South  $64^{\circ}06'27''$  West 177.14 feet to a pipe found on the North side of Maryland Route 450 as aforesaid, thence running with and binding on the North side of said road,

(18) North  $88^{\circ}56'03''$  West 17.13 feet to the end of the Third or South  $14^{\circ}45'$  West 217.8 feet line of that parcel of land which by deed dated May 23, 1978, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3084, at folio 405 was granted and conveyed by Anita J. Bowles to Wayne T. Bowles, thence leaving Maryland Route 450 and running, reversely, with and binding on the Third, Second, and First lines of said parcel, the following three (3) courses and distance, viz:

EXHIBIT A

BOOK 524 PAGE 329

- (19) North 05°52'25" East 217.81 feet to a pipe found,
- (20) North 88°56'03" West 200.00 feet to a pipe found, and
- (21) South 05°52'25" West 217.81 feet to a pipe found on the North side of Maryland Route 450 as aforesaid, thence running with and binding on the North side of said road,
- (22) North 86°26'16" West 211.70 feet to the place of beginning, containing 72.924 acres of land, more or less, as now surveyed by McCrone, Inc.

BEING also known as all those lots or parcels of ground No. 1 thru 32 inclusive, the beds of the roads and the cemetery as shown on the Plats entitled "Plats 1, 2 and 3 Twin Hills", which said Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, folios 18, 19 and 20.

SAVINGS AND EXCEPTING therefrom all that lot or parcel of ground known as Lot No. 28 as shown on a Plat entitled "Plat 2 of 3 Twin Hills" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 19.

BEING part of the same property which by Deed dated March 13, 1986, and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4091, folio 359, from Caldwell McMillan and Sylvia McMillan unto Caldwell McMillan and Sylvia McMillan, Joint Tenants.

BOOK 524 PAGE 330

272036

1022588TMD  
A-7D-1

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

March 11, 1988

Not subject to Recordation Tax  
Principal amount of debt secured is:  
\$960,000.00

FINANCING STATEMENT

- 1. DEBTOR: Address:  
 THE MARDIROSSIAN FAMILY P. O. Box 5691  
 ENTERPRISES, Rockville, Maryland 20855  
 a Maryland general partnership
- 2. SECURED PARTY: Address:  
 FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road  
 Silver Spring, Maryland 20910  
 Attention: Real Estate Department
- 3. TRUSTEES: Address:  
 WILLIAM E. THOMPSON and 8401 Colesville Road  
 MARY C. SWAIN Silver Spring, Maryland 20910  
 Attention: Real Estate Department
- 4. THIS FINANCING STATEMENT COVERS:
  - POSTAGE .50
  - RECORDING FEE 19.00

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum

03/15/88

03/15/88

1900  
P

19-202-88



cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

DEBTOR:

THE MARDIROSSIAN FAMILY ENTERPRISES,  
a Maryland general partnership

[Signature]

By: [Signature] [SEAL]  
Aris Mardirossian, General Partner

[Signature]

By: [Signature] [SEAL]  
Armen Mardirossian, General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910  
Attention: Mary C. Swain  
Real Estate Department



BEING KNOWN AND DESIGNATED AS Lot Six (6) on a subdivision Plat entitled "Plat of The Final Subdivision of WROXETER ON THE SEVERN and The Resubdivision of the Resubdivision of Lot Twenty-eight (28), RUGBY HALL and Lot 1 of WROXETER ON THE SEVERN", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 90, page 12.

Exhibit "A"

(Description of Real Property)

19-202-88

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)  
Dr. Kay M. Vitek, D.V.M.  
Southgate Shopping Plaza  
312 Hospital Drive  
Glen Burnie, MD 24061

2. Secured Party(ies) and address(es)  
Affiliated Capital Corp.  
800 E. Northwest Hwy.  
Palatine, IL 60067

For Filing Officer (Date, Time, Number, and Filing Office)  
RECORD FEE 10.00  
POSTAGE .30  
NOTES: 0237 804 109119  
03/16/88

4. This financing statement covers the following types (or items) of property:  
**NOT SUBJECT TO RECORDATION TAX** S51082A51053A  
(1) Universal Unimatic 325, Model 3487-3550  
The following list of accessories to be included:  
6 Hangers 1 Poly Tank Control MR0169-0585  
3 Cassettes 1 Dryer Rack Transformer MW0553-0685  
2 Aprons 1 Safe Light Tube 88420  
2 Prs. of Gloves 1 Lead Marking Kit Grid K4434  
1 Lead Blocker

LIBER 488 PAGE 468  
258067  
Filed 8/22/85  
5. Assignee(s) of Secured Party and Address(es)  
Deerfield Federal Sav-  
ings & Loan, 745 Deer-  
field Rd., Deerfield, IL  
60015

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: Clerk of Circuit Court, P.O. Box 71, Annapolis, MD 21404

TERMINATION STATEMENT This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date February 24, 19 88

Deerfield Federal Savings & Loan  
By: *[Signature]*  
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement  
Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First, and address(es)) <b>Daneene Kirp Associates          Therapy          2935 Valley View Rd.          Annapolis, MD 21401</b>	2. Secured Party(ies) and address(es) <b>Affiliated Capital Corp          707 Skokie Blvd.          Northbrook, IL 60062</b>	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) FEE 10.00 POSTAGE .30 8078170 C237 064 109418 AA 10/16/88 LIBER 494 PAGE 068 260030 1-23-86 5. Assignee(s) of Secured Party and Address(es) <b>Deerfield Federal Sav-          ings &amp; Loan, 745 Deer-          field Rd., Deerfield, IL          60015</b>
4. This financing statement covers the following types (or items) of property: <b>S51239A61009A</b>  <b>See Attached Schedule "A" for medical          equipment &amp; furniture as specifically described          and supplied by T. J. Stratton Company</b>  <b>NOT SUBJECT TO RECORDATION TAX</b>		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: **Clerk of Circuit Court, Anne Arundel Co., P.O. Box 71, Annapolis, MD 21404**

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date February 24, 19 88 By: [Signature]  
 (3) Filing Officer Copy-Acknowledgement (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

NOT TO BE RECORDED IN LAND RECORDS  
NOT SUBJECT TO RECORDATION TAX ON THE PRINCIPAL PURCHASE MONEY LIEN

FINANCING STATEMENT

BOOK 524 PAGE 336

1. Debtors:

Address:

(i) Catherine Krohn

1201 Barbud Lane  
Annapolis, Maryland

272009

2. Secured Party:

Harold Bereson and Beverlye  
Bereson

3310 Park Circle  
Baltimore, Maryland 21215

3. This Financing Statement Covers:

One (1) Dynoline Multi-Color Screen Printer manufactured by American Screen Printing Equipment Company, Chicago, Illinois.

4. The above described personal property may be located in or attached to the property known as ~~1201 Barbud Lane~~ Annapolis, Maryland 21041.

5. Proceeds of collateral are also covered.

WITNESS:

Robert M. Kraw

Catherine L. Krohn (SEAL)  
CATHERINE KOHN

Wm. L. ...

Debtors

Harold Bereson (SEAL)  
HAROLD BERESON

Beverlye Bereson

Beverlye Bereson (SEAL)  
BEVERLYE BERESON

Secured Parties

RECORD FEE 11.00

POSTAGE 2.00

NOTARIAL FEE 10.00

08/16/81

AH

To the Filing Officer: after this statement has been recorded, the same to: Barry Weiskopf, Esquire, Kaplan, Heyman, Greenberg, Eng. ... Belgrad, P.A., Tenth Floor, Sun Life Building, 20 South Charles Street, Baltimore, MD 21201.

1100 50

T

BOOK 524 PAGE 337

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 400 FOLIO 307 ON April 4, 1979 (DATE)

1. DEBTOR

Name Carriage Limited Partnership  
Address 2850 N. Charles Street, Baltimore, MD 21218

2. SECURED PARTY

Name New York State Teachers' Retirement System  
Address 143 Washington Avenue  
Albany, New York 12210  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> <b>XX</b></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>
	<p>RECORD FEE <i>Act</i> 10.00</p> <p>POSTAGE 2.50</p> <p>#018910 037 801 110102</p> <p>03/16/88</p>	
	<p>1000 13</p>	

Dated 1/27/88

NEW YORK STATE TEACHERS RETIREMENT SYSTEM

James M. Keenan  
(Signature of Secured Party)

ASSISTANT MORTGAGE OFFICER

JAMES M. KEENAN

Type or Print Above Name on Above Line

STATE OF MARYLAND

500: 524 PAGE 338

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248018

RECORDED IN LIBER 463 FOLIO 321 ON July 6, 1983 (DATE)

1. DEBTOR

Name Disney Road Limited Partnership

Address c/o Freestate Management Co., 2850 No. Charles St.  
Baltimore, MD 21218

2. SECURED PARTY

The Riggs National Bank of Washington, D.C., Trustee  
Name c/o Reilly Mortgage Group, Inc.

Address 2828 Pennsylvania Avenue, Suite 305, Washington, D.C. 20007

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) February 1, 2015

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

RECORD FEE AH 10.00  
POSTAGE .50  
NOTEPAD 12/17/88 11:01:04  
05/16/88

Reilly Mortgage Group, Inc., agent for  
The Riggs National Bank of Washington, D.C.,  
Trustee

Dated January 20, 1988

Gretchen G. MacNair  
(Signature of Secured Party)

Gretchen G. MacNair  
Type or Print Above Name on Above Line

1038

TBB/03-10-88  
4276Q

272003

- |  |                                  |
|--|----------------------------------|
| To be recorded   | Not subject to recordation       |
| (1) in the Land Records of Anne Arundel County;                | tax                              |
| (2) in the Financing Statement Records of Anne Arundel County; | Principal amount is \$308,000.00 |
| (3) with the State Department of Assessments and Taxation      |                                  |

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

- |  |  |
|--|--|
| 1. Debtor:   | Mailing Address of Debtor:                     |
| MELVIN AVENUE PARTNERSHIP,<br>a Maryland general partnership   | 609 Melvin Avenue<br>Annapolis, Maryland 21401 |
| ARG, INC.,<br>a Maryland corporation   | 609 Melvin Avenue<br>Annapolis, Maryland 21401 |
| 2. Secured Party:  | Address of Secured Party:                      |
| STERLING BANK & TRUST CO.,<br>a bank and trust company organized and existing under the law of Maryland, | 111 Water Street<br>Baltimore, Maryland 21202  |

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All chattels, furniture, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all restaurant, bar and trade equipment, appliances or fixtures, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden

RECORD FEE 20.00  
POSTAGE .00  
INTEREST COST 444.10-22  
AH 10/16/88

2000  
1/10

TBB/03-10-88  
42760

equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, permits, licenses, including without limitation, liquor licenses, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

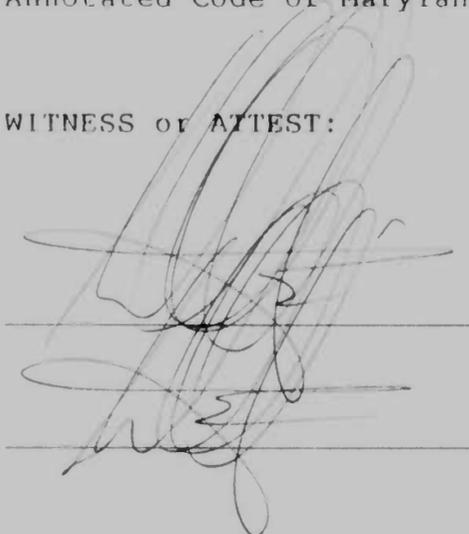
4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silbur and Patricia A. Jenkins, Trustees for Sterling Bank & Trust Co., and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$308,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

WITNESS or ATTEST:



Debtor:

MELVIN AVENUE PARTNERSHIP, a general partnership organized and existing under the law of Maryland,

by Gonzalo Fernandez (SEAL)  
Gonzalo Fernandez

by Russell Brown (SEAL)  
Russell Brown

[Signatures continued on next page.]

TBR/03-10-88  
4276Q

WITNESS OF ATTEST:



ARG, INC., a corporation  
organized and existing under  
the law of Maryland,

by  (SEAL)  
Russell Brown,  
President

Date: March 11, 1988

[After filing, please return to Deborah W. Steele, Esquire,  
Frank, Bernstein, Conaway & Goldman, Suite 700, American City  
Building, Columbia, Maryland 21044.]

T

## EXHIBIT A

PROPERTY DESCRIPTION

BEING for the same at an iron pipe now set on the northwesternmost side of Melvin Avenue (formerly Severn Avenue) at the intersection of the divisional line between Lots 1 and 2, Block A, as shown on Melvin's Plan of West Annapolis, filed among the Plat Records of Anne Arundel County, Maryland, in Plat Book 12, folio 13; and as shown on Aldridge's Revised and Corrected Plat of West Annapolis filed among the Plat Records of Anne Arundel County in Plat Book A, folio 21--with the northwesternmost side of said Melvin Avenue; said beginning point also being at the beginning of the conveyance by Glen Isley-Petersen, et al., to DMK Properties by deed dated April 6, 1970, and recorded among the Land Records of Anne Arundel County in Liber WGL 3067, folio 561; and at the end of the first or South 39 degree 50 minute 40 second East 150 foot line of the conveyance by Stanley Bloom and wife to Donald D. Mitchell and wife by deed dated July 14, 1977, and recorded among the Land Records of Anne Arundel County in Liber MS1 2506, folio 7; thence leaving said beginning point so fixed and the northwesternmost side of Melvin Avenue and running with the divisional line between Lots 1 and 2, Block 19, as shown on said plats of West Annapolis and reversely with the first line of said conveyance to Mitchell and with the lines of said conveyance to DMK Properties--with a meridian referred to the Annapolis Metropolitan Sewage Commission Grid--North 47 degrees 15 minutes 38 seconds West 150.05 feet to an iron pipe there found; thence leaving the divisional line between Lots 1 and 2, Block 19, West Annapolis, and said conveyance to Mitchell and running thence with the divisional line between Lots 2, 3 and 7, Block 19--North 43 degrees 00 minutes 37 seconds East 100.08 feet to an iron pipe there found; thence leaving the divisional line between Lots 2, 3 and 7, and running with the divisional line between Lots 3 and 4, Block 19, West Annapolis--South 47 degrees 13 minutes 44 seconds East 149.87 feet to an iron pipe there found at the intersection of said northwesternmost side of Melvin Avenue with the southwesternmost side of Annapolis Street as shown on said plats of West Annapolis; thence leaving the divisional line between Lots 3 and 4, Block 19 and running with said northwesternmost side of Melvin Avenue South 42 degrees 54 minutes 27 seconds West 100.0 feet to the place of beginning. Containing 15,002 square feet (0.344 acres, more or less), according to a survey, plat and description by Edward Hall, III & Associates, Inc., Registered Land Surveyors, in February of 1981.

BEING Lots 2 and 3, block 19, as shown on Melvin's Plan of West Annapolis filed among the Plat Records of Anne Arundel County, Maryland, in Plat Book 12, folio 13, and as shown on Aldridge's Revised and Corrected Plat of West Annapolis filed among the Plat Records of Anne Arundel County, Maryland, in Plat Book A, folio 21. The improvements thereon being known as 609 Melvin Avenue.

BEING the same property conveyed to the within Grantor, Melvin Avenue Partnership, from Claire Owens by Deed dated December 5, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4237, folio 455.

Mail to

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

Record Owner:  
Piney-100 Land  
Limited Partnership

For Filing Officer Use	
File No. ....	
Date &	
Hour .....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PINEY-100 LAND LIMITED PARTNERSHIP, a Maryland limited partnership		7 St. Paul Street Suite 720	Baltimore, Maryland	21201

Name of Secured Party or assignee	No.	Street	City	State
AMERICAN SECURITY BANK, N.A. 730 15th Street, N.W., Washington, D.C. 20013				

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 15.00  
POSTAGE .50  
11/16/88  
PM 12:18/88

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

See Schedule "B" attached hereto and incorporated by reference.

- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 31, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is n/a.

Debtor(s) or assignor(s)  
PINEY-100 LAND LIMITED PARTNERSHIP, a Maryland limited partnership  
By: Piney-100 Limited Partnership, a Maryland limited partnership, general partner  
By: Crow-Route 100 Limited Partnership, a Texas limited partnership, general partner  
By: Crow-Baltimore #1 Development Corporation, a Texas Corporation, general partner  
By: Dirk Mosis  
Dirk Mosis, Vice President

Secured Party:  
AMERICAN SECURITY BANK, N.A. (Seal)  
(Corporate, Trade or Firm Name)  
[Signature]  
Signature of Secured Party or Assignee  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

2193  
CAMBRIDGE TITLE COMPANY  
36 SOUTH CHARLES STREET  
BALTIMORE, MD 21201  
547-1491

119

Signed, sealed and delivered this 15th day of March, 1988,  
in the presence of:

Susan A. Young  
Notary Public

My Commission Expires 10/31/92

\_\_\_\_\_  
[NOTARIAL SEAL]

SCHEDULE "A" TO FINANCING STATEMENT

All of Debtor's right, title and interest in and to all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the real estate described in Schedule "B" attached hereto and incorporated herein by reference, or any part thereof (collectively the "Property"), and used or usable in connection with any present or future operation of the Property (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien evidenced by this financing statement; together with all building materials, supplies and equipment now or hereafter delivered to the Property or held off-site for the benefit of the Debtor, and intended to be therein or thereon installed or incorporated.

Together with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (a) the exercise of the right of eminent domain (except as otherwise provided in the Indemnity Deed of Trust and Commitment Letter of even date herewith), (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this financing statement at the date of receipt of any such award or payment by the Secured Party.

Together with all of the lease and/or sublease agreements, licenses and other agreements for the occupancy of all or any portion of the Property, whether such lease and/or sublease agreements, licenses and occupancy agreements now exist or are hereafter entered into by the Debtor, together with all extensions, renewals and modifications of, or substitutions for, such lease and/or sublease agreements, licenses and other occupancy agreements (such lease and/or sublease agreements, licenses and other occupancy agreements, and all extensions, renewals and modifications of, or substitutions for the same being hereinafter collectively called the "Leases"); all rents, rentals, fees, profits, payments and other sums of money that may now or at any time hereafter be or become due and payable to the Debtor under the terms of the Leases; all security deposits now or hereafter made under and all guarantees of any and all of the Leases; any award or payment hereafter made to the Debtor in any bankruptcy, insolvency or reorganization proceeding involving any tenant of the Property; any and all payment now or hereafter made by any present or future tenant of the Property in lieu of rent; and any and all rights, claims, actions and causes of action of every kind which the Debtor now has or may hereafter have against any present or future tenant of the Property.

Mail 12 American Security Bank

272005

400-2

524 PAGE 346

UNIFORM COMMERCIAL CODE

Washington Law Center Form 1000  
Revised 5-7-1994

FINANCING STATEMENT

For Filing Officer Use
File No. _____
Date & _____
Hour _____

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

DORCHESTER LIMITED PARTNERSHIP, a Maryland limited partnership

c/o Michael Caruthers  
8401 Connecticut Avenue  
Parklands  
Chevy Chase, Maryland

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

AMERICAN SECURITY BANK, N.A. 730 15th Street, N.W., Washington, D.C. 20007

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 14.00  
POSTAGE .50  
TOTAL \$14.50

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

See Schedule "B" attached hereto and incorporated herein by reference.

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:  
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is n/a.

Debtor(s) or assignor(s)	Secured Party:
DORCHESTER LIMITED PARTNERSHIP, a Maryland limited partnership	AMERICAN SECURITY BANK, N.A. (Seal) (Corporate, Trade or Firm Name)
By: <u>Michael Caruthers</u> (SEAL)	By: <u>[Signature]</u> Signature of Secured Party or Assignee
(Type or print name under signature) MICHAEL CARUTHERS, General Partner	(Owner, Partner or Officer and Title) (Signatures must be in ink)

# 2193  
CAMBRIDGE TITLE COMPANY  
36 SOUTH CHARLES STREET  
BALTIMORE, MD 21201  
547-1491

14-52

13

Signed, sealed and delivered this 15th day of March, 1988,  
in the presence of:

Susan A. Young  
Notary Public

My Commission Expires 10/31/92

\_\_\_\_\_  
[NOTARIAL SEAL]

SCHEDULE "A" TO FINANCING STATEMENT

All of Debtor's right, title and interest in and to all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the real estate described in Schedule "B" attached hereto and incorporated herein by reference, or any part thereof (collectively the "Property"), and used or usable in connection with any present or future operation of the Property (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien evidenced by this financing statement; together with all building materials, supplies and equipment now or hereafter delivered to the Property or held off-site for the benefit of the Debtor, and intended to be therein or thereon installed or incorporated.

Together with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (a) the exercise of the right of eminent domain (except as otherwise provided in the Indemnity Deed of Trust and Commitment Letter of even date herewith), (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this financing statement at the date of receipt of any such award or payment by the Secured Party.

Together with all of the lease and/or sublease agreements, licenses and other agreements for the occupancy of all or any portion of the Property, whether such lease and/or sublease agreements, licenses and occupancy agreements now exist or are hereafter entered into by the Debtor, together with all extensions, renewals and modifications of, or substitutions for, such lease and/or sublease agreements, licenses and other occupancy agreements (such lease and/or sublease agreements, licenses and other occupancy agreements, and all extensions, renewals and modifications of, or substitutions for the same being hereinafter collectively called the "Leases"); all rents, rentals, fees, profits, payments and other sums of money that may now or at any time hereafter be or become due and payable to the Debtor under the terms of the Leases; all security deposits now or hereafter made under and all guarantees of any and all of the Leases; any award or payment hereafter made to the Debtor in any bankruptcy, insolvency or reorganization proceeding involving any tenant of the Property; any and all payment now or hereafter made by any present or future tenant of the Property in lieu of rent; and any and all rights, claims, actions and causes of action of every kind which the Debtor now has or may hereafter have against any present or future tenant of the Property.

FINANCING STATEMENT

For Filing Officer Use		
File No.	_____	
Date &	_____	
Hour	_____	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PINEY-100 LIMITED PARTNERSHIP, a Maryland limited partnership		7 St. Paul Street Suite 120	Baltimore	Md

Name of Secured Party or assignee	No.	Street	City	State
AMERICAN SECURITY BANK, N.A. 730 14th Street, N.W., Washington, D.C. 20004				

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of the Debtor's right, title and interest in Piney-100 Land Limited Partnership, a Maryland limited partnership (the "Partnership"); all issues, property, proceeds, cash flow, capital and shares of surplus and distributions of the Partnership, whether cash or otherwise, now or hereafter payable to the Debtor; any other interest whatsoever of the Debtor, to which the Debtor is nor or shall hereafter be entitled as a partner of the partnership; all receivables now or hereafter due the Debtor from the Partnership; any and all records, documents and files pertaining to the Partnership; and all other items set forth at Schedule "A" attached hereto and incorporated herein by reference.

(If affixed to realty—state value of each article)

RETURN TO

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

See Schedule "B" attached hereto and incorporated herein by reference.

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 31, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$/n/a.

Debtor(s) or assignor(s)  
PINEY-100 LIMITED PARTNERSHIP,  
a Maryland limited partnership  
By: Crow-Route 100 Limited Partnership,  
a Texas limited partnership  
By: Crow-Baltimore #1 Development  
Corporation, a Texas Corporation,  
general Partner

Secured Party:  
AMERICAN SECURITY BANK, N.A. (Seal)  
(Corporate, Trade or Firm Name)  
By: [Signature]  
Signature of Secured Party or Assignee  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

By: [Signature] (SEAL)  
Title: [Signature], Vice President

#2193  
CAMBRIDGE TITLE COMPANY  
36 SOUTH CHARLES STREET  
BALTIMORE, MO 21201  
547-1491

12  
50

Signed, sealed and delivered this 15th day of March, 1992,  
in the presence of:

Susan A. Young  
Notary Public

My Commission Expires 10/31/92

\_\_\_\_\_  
[NOTARIAL SEAL]

All of Debtor's right, title and interest in and to all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the real estate described in Schedule "B" attached hereto and incorporated herein by reference, or any part thereof (collectively the "Property"), and used or usable in connection with any present or future operation of the Property (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien evidenced by this financing statement; together with all building materials, supplies and equipment now or hereafter delivered to the Property or held off-site for the benefit of the Debtor, and intended to be therein or thereon installed or incorporated.

Together with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (a) the exercise of the right of eminent domain (except as otherwise provided in the Indemnity Deed of Trust and Commitment Letter of even date herewith), (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this financing statement at the date of receipt of any such award or payment by the Secured Party.

Together with all of the lease and/or sublease agreements, licenses and other agreements for the occupancy of all or any portion of the Property, whether such lease and/or sublease agreements, licenses and occupancy agreements now exist or are hereafter entered into by the Debtor, together with all extensions, renewals and modifications of, or substitutions for, such lease and/or sublease agreements, licenses and other occupancy agreements (such lease and/or sublease agreements, licenses and other occupancy agreements, and all extensions, renewals and modifications of, or substitutions for the same being hereinafter collectively called the "Leases"); all rents, rentals, fees, profits, payments and other sums of money that may now or at any time hereafter be or become due and payable to the Debtor under the terms of the Leases; all security deposits now or hereafter made under and all guarantees of any and all of the Leases; any award or payment hereafter made to the Debtor in any bankruptcy, insolvency or reorganization proceeding involving any tenant of the Property; any and all payment now or hereafter made by any present or future tenant of the Property in lieu of rent; and any and all rights, claims, actions and causes of action of every kind which the Debtor now has or may hereafter have against any present or future tenant of the Property.

BOOK 524 PAGE 352

212207

FINANCING STATEMENT

For Filing Officer Use	
File No. _____	_____
Date & _____	_____
Hour _____	_____

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

CROW-ROUTE 100 LIMITED PARTNERSHIP, a Texas limited partnership

7 St. Paul Street  
Suite 700  
Baltimore, Maryland 21201

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

AMERICAN SECURITY BANK, N.A., 730 15th Street, N.W., Washington, D.C. 20013

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of the Debtor's right, title and interest in Piney-100 Land Limited Partnership, a Maryland limited partnership (the "Partnership"); all issues, property, proceeds, cash flow, capital and shares of surplus and distributions of the Partnership, whether cash or otherwise, now or hereafter payable to the Debtor; any other interest whatsoever of the Debtor, to which the Debtor is nor or shall hereafter be entitled as a partner of the partnership; all receivables now or hereafter due the Debtor from the Partnership; any and all records, documents and files pertaining to the Partnership; and all other items set forth at Schedule "A" attached hereto and incorporated herein by reference.

(If affixed to realty—state value of each article)

RETURN TO

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

See Schedule "B" attached hereto and incorporated by reference.

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ not subject to the Recordation Tax imposed by Article 31, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Secured Party:

CROW-ROUTE 100 LIMITED PARTNERSHIP, a Texas limited partnership  
By: Crow-Baltimore #1 Development Corporation, a Texas corporation general partner

AMERICAN SECURITY BANK, N.A. (Seal)  
(Corporate Trade or Firm Name)  
By: *[Signature]*  
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

By: *[Signature]*  
Dirk Nois, Vice President

CAMBRIDGE TITLE COMPANY  
36 SOUTH CHARLES STREET  
BALTIMORE, MD 21201  
547-1491

134

AM 14:00  
50  
714:17  
03/15/85

Signed, sealed and delivered this 15th day of March, 1992,  
in the presence of:

Susan A. Young  
Notary Public

My Commission Expires 10/31/92

\_\_\_\_\_  
[NOTARIAL SEAL]

All of Debtor's right, title and interest in and to all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the real estate described in Schedule "B" attached hereto and incorporated herein by reference, or any part thereof (collectively the "Property"), and used or usable in connection with any present or future operation of the Property (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien evidenced by this financing statement; together with all building materials, supplies and equipment now or hereafter delivered to the Property or held off-site for the benefit of the Debtor, and intended to be therein or thereon installed or incorporated.

Together with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (a) the exercise of the right of eminent domain (except as otherwise provided in the Indemnity Deed of Trust and Commitment Letter of even date herewith), (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this financing statement at the date of receipt of any such award or payment by the Secured Party.

Together with all of the lease and/or sublease agreements, licenses and other agreements for the occupancy of all or any portion of the Property, whether such lease and/or sublease agreements, licenses and occupancy agreements now exist or are hereafter entered into by the Debtor, together with all extensions, renewals and modifications of, or substitutions for, such lease and/or sublease agreements, licenses and other occupancy agreements (such lease and/or sublease agreements, licenses and other occupancy agreements, and all extensions, renewals and modifications of, or substitutions for the same being hereinafter collectively called the "Leases"); all rents, rentals, fees, profits, payments and other sums of money that may now or at any time hereafter be or become due and payable to the Debtor under the terms of the Leases; all security deposits now or hereafter made under and all guarantees of any and all of the Leases; any award or payment hereafter made to the Debtor in any bankruptcy, insolvency or reorganization proceeding involving any tenant of the Property; any and all payment now or hereafter made by any present or future tenant of the Property in lieu of rent; and any and all rights, claims, actions and causes of action of every kind which the Debtor now has or may hereafter have against any present or future tenant of the Property.

10776Z

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$ 2,500,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 13.00

POSTAGE .50

PROPERTY TAX WITH TITLES

FR 10/16/88

5. Debtor(s) Name(s):

Address(es):

R.T. Midway Associates

1710 Midway Road  
Odenton, Maryland 21113

6. Secured Party

MARYLAND NATIONAL BANK  
Attention: Charles S. Fitzgerald  
REIG

Address: Real Estate and Mortgage Division

~~10 EIGHTH STREET~~ P.O. Box 871  
~~FIFTH FLOOR~~ Annapolis, Md. 21404  
~~THURSDAY, MARCH 1, 1988~~

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated March 1, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

R.T. Midway Associates

BY: [Signature] (SEAL)  
Russell K. Winter, General Partner

BY: [Signature] (SEAL)  
Thomas D. Harvey, General Partner

Secured Party  
MARYLAND NATIONAL BANK

By [Signature] (SEAL)

Charles S. Fitzgerald  
Vice President

Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

13.50  
11.00

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel \_\_\_\_\_ Election District, State of Maryland \_\_\_\_\_, and more particularly described as follows:

BEING known and designated as all that lot of ground containing 10.01 acres, more or less, as laid out and shown on a Plat entitled "Administrative Lot Line Revision Plat of Lots 6 and 7 Midway Industrial Park" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 58 folio 18.

BOOK 524 PAGE 356

*Must be Guardian Title.*

524 - 357 .

# not used

3-16-88

A.A. Co.

524 PAGE 358

272005

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>Custom Cable Connection 245 Keocountan Road Glen Burnie, Maryland 21071</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Gloria Bolton</u></p> <hr/> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. The following new equipment: Two (2) 3" Underground Piercing Tools with 50 Ft. Steel Braid Hose. Serial #'s 1112 & 1113. One (1) 2" Underground Piercing Tool with 50 Ft. Steel Braid Hose. Serial # 11010.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction is (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 15,000.00

RECORD FEE 11.00  
RECORD TAX 105.00  
103 Commercentre  
POSTAGE .50

DEBTOR:

SECURED PARTY:  
SIGNET BANK/MARYLAND

Custom Cable Connection  
(Type Name)

By: Keith M. Dukes

By: Allen Via Pres.

Keith M. Dukes  
(Type Name)

By: \_\_\_\_\_

March 7  
(Date Signed by Debtor)

19 88

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

11  
1030



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

BOOK 524 PAGE 359

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

LivingWell (South), Inc.  
1234 St. Andrews Road  
Columbia, S.C. 29210

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

InterFirst Bank Dallas, N.A., Agent  
for Itself and One or More Other  
Banks  
1401 Elm Street, P. O. Box 83000  
Dallas, Texas 75283

4. This statement refers to original  
Financing Statement No. 261108 and recorded in  
Book 496, Page 360 April 2, 1986  
Date filed

Check only  This Financing Statement Change is to be filed for  
if applicable record in the real estate records. Number of  
additional sheets presented \_\_\_\_\_

5.  AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.

B.  TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.

C.  PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.

D.  CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.

E.  PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.

F.  TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

RECORD FEE 12.00  
POSTAGE .50  
H087940 0777 R03 111:44



03/17/85

FIRST REPUBLIC BANK DALLAS, SUCCESSOR TO  
INTERFIRST BANK DALLAS, N.A., AGENT FOR  
ITSELF AND ONE OR MORE OTHER BANKS

By \_\_\_\_\_  
Signature(s) of Debtor(s)

By: \_\_\_\_\_  
Name: *Albert Kauer*  
Signature(s) of Secured Party(ies)  
Title: Senior Vice President

524 - 357 .

# not used

3-16-88

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Custom Cable Connection 800 Occourtan Road Glen Burnie, Maryland 21041</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Glenn Bolton</u></p> <p><b>Return to Secured Party</b></p>
---	---

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. The following new equipment: Two (2) 3" Underground Piercing Tools with 50 Ft. Steel Braid Hose. Serial #'s 1112 & 1113. One (1) 2" Underground Piercing Tool with 50 Ft. Steel Braid Hose. Serial # 11013.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 15,000.00

RECORD FEE 11.00

RECORD TAX 105.00

103 Commercentre POSTAGE .50

DEBTOR:

SECURED PARTY:  
SIGNET BANK/MARYLAND

Custom Cable Connection  
(Type Name)

By: [Signature]

By: [Signature] Pres.  
Allen Via

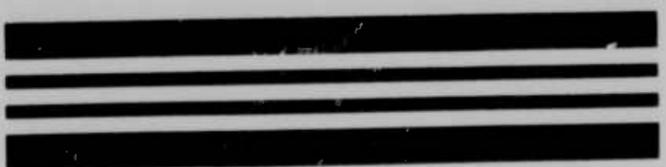
By: Keith N. Dukes  
(Type Name)

By: \_\_\_\_\_

March 7, 19 88  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

11/030



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

BOOK 524 PAGE 359

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

LivingWell (South), Inc.  
1234 St. Andrews Road  
Columbia, S.C. 29210

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

InterFirst Bank Dallas, N.A., Agent  
for Itself and One or More Other  
Banks  
1401 Elm Street, P. O. Box 83000  
Dallas, Texas 75283

4. This statement refers to original

Financing Statement No. 261108 and recorded in  
Book 496, Page 360 April 2, 1986

Check only  This Financing Statement Change is to be filed for  
if applicable record in the real estate records. Number of  
additional sheets presented \_\_\_\_\_

5.  AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.
- A.  TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.
- B.  PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- C.  CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- D.  PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
- E.  TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.
- F.

6.

RECORD FEE 10.00  
POSTAGE .50  
MORTGAGE UNIT NO. 11144



FIRST REPUBLICBANK DALLAS, SUCCESSOR TO  
INTERFIRST BANK DALLAS, N.A., AGENT FOR  
ITSELF AND ONE OR MORE OTHER BANKS

By \_\_\_\_\_  
Signature(s) of Debtor(s)

By: \_\_\_\_\_  
Name: *Robert Kauer*  
Title: Senior Vice President

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—FORM E 1354—CLARKE & COURTS, INC.  
(1) Filing Officer Copy—Numerical 1256 STANDARD FORM—FORM UCC-3 (Rev. 9/86) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

TOTAL

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of State Department of Assessments & Taxation
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 120,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Superior Builders, Inc. Address(es) 1049 Dorsey Road  
Glen Burnie, Maryland 21061

RECORD FEE 11.00  
POSTAGE .30  
MORTGAGE FEE \$11.00

6 Secured Party MARYLAND NATIONAL BANK Attention Patricia A. Hicks Att: REIG  
Address: Real Estate and Mortgage Division  
-4th Light Street  
-5th Floor  
-Baltimore, Maryland 21202  
P.O. Box 871  
Annapolis, Md. 21404

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated March 10, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)  
SUPERIOR BUILDERS, INC.  
BY: Daniel R. Dinko, Jr. (SEAL) President

Secured Party  
MARYLAND NATIONAL BANK  
By: Patricia A. Hicks (SEAL)  
Assistant Vice President  
Type name and title

Mr Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

853-RED (1-85)

RETURN TO: Maryland National Bank  
P. O. Box 871  
Annapolis, MD 21404

11-50

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (Third Election District), State of Maryland, and more particularly described as follows:

BOOK 524 PAGE 361

KNOWN AND DESIGNATED as Lots 3 and 4, Section NN, Plat of Glen Burnie Heights, Plat Book 16, Pages 19 and 20 (formerly Cabinet 2, Rod D2, Plat 193), Third Election District, Anne Arundel County, Maryland.

BEING known and designated as Lot 8, Block A, Section I, Plat I, Stone Haven; being further described on Plat No. 1 of Stone Haven surveyed for Foxwell & Foxwell, Incorporated, by J.R. McCrone, Jr., Annapolis, Maryland August 17, 1949.

Not to be recorded in  
Land Records

Not subject to Recordation Tax:  
Principal Amount is \$1,560,000.00

DATE: *March 14*, 1988

INDEMNITY FINANCING STATEMENT

- 1. Debtor: Address:  
ADVENTURES IN HOME BUILDING, LTD Box 1071  
Severna Park, Maryland 21146
- 2. Indemnitor: Address:  
GREEN TREE LAND COMPANY Box 1071  
Severna Park, Maryland 21146
- 3. Secured Party: Address:  
SIGNET BANK/MARYLAND P. O. Box 1077  
Baltimore, Maryland 21203

4. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

*14*  
*53*



(d) all contract rights of and from the herein described property or any part thereof.

- 5. The aforesaid items are included as security in an Indemnity Deed of Trust of even date herewith given to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor to Signet Bank/Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 6. Proceeds of collateral are covered hereunder.
- 7. The real estate is that parcel, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

INDEMNITOR:

GREEN TREE LAND COMPANY

By: *[Signature]*

SECURED PARTY:

SIGNET BANK/MARYLAND

By: *[Signature]*, Vice President

DEBTOR:

ADVENTURES IN HOME BUILDING, LTD.

By: *[Signature]*

ADVF813.110 GI-1

Please return to:

**NORTHCO TITLE CORPORATION**  
 7419 Baltimore-Annapolis Blvd.  
 P. O. Box 1330  
 Glen Burnie, Maryland 21061

SCHEDULE A

All those lots of ground in Anne Arundel County, Maryland, being known and designated as Lots Nos. 136A, 139A, 142A, 143B and 145B, all as shown on the plat entitled, "PLAT II, SECTION II-D, QUEENS PARK", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 106, page 20 as Plat No. 5495.

04105-19096

7-11-84

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 251389 recorded in Liber 471 Folio 562 on 3/23/84 at Anne Arundel County

1 DEBTOR(S) Pines, Inc. T/A Adams, "The Place For Ribs"  
 ADDRESS(ES) 169 Mayo Road  
Edgewater, MD 21037

2 SECURED PARTY MARYLAND NATIONAL BANK ATTENTION: Collateral Unit  
 ADDRESS MAILSTOP 500-501 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box)

3  CONTINUATION. The original Financing Statement referred to above is still effective.

4  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
 a.  Not subject to Recordation Tax.  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

7  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Include inventory address of:  
589 Baltimore-Annapolis Blvd.  
Severna Park, MD 21146

Pines, Inc. T/A Adams, the  
 DEBTOR(S) Place for "Ribs"  
(Signature necessary only if Item 6 is applicable)  
 BY William A. Bagdasian, J.P. (SEAL)  
 Vice President (SEAL)  
 Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
 BY Claude M. Patrick (SEAL)  
 Claude M. Patrick  
 Commercial Services Officer  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

105

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 871  
 Annapolis, Maryland 21404

3431681-0999

827023

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Clerk of the Court Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 61,300.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Maryland Pennysaver Group, Inc. Address(es): 408 Headquarters Drive  
Millersville, MD 21108

RECORD FEE 11.00  
RECORD TAX 430.00

6. Secured Party: Maryland National Bank Address: Department: Western Shore CCU  
Attention: Claude Patrick Post Office Box 987, Mailstop 500-501  
Baltimore, Maryland 21203

STATE .80  
MAY 11 1995

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Maryland Pennysaver Group, Inc. Secured Party: Maryland National Bank

By: [Signature] (Seal) By: [Signature] (Seal)

By: Geoffrey K. Calderone, Pres. (Seal) By: Glenn L. Wilson, Vice President  
Type name and title, if any Type name and title

MARYLAND NATIONAL BANK

Mail To:  
Maryland National Bank  
Credit Collateral Unit  
P.O. Box 971  
Annapolis, Maryland 21404

430.50  
50

2737856-0299

MARYLAND NATIONAL BANK

BOOK 524 PAGE 367

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- \_\_\_\_\_

dated \_\_\_\_\_, 19\_\_\_\_, and executed by Maryland Pennysaver  
Group, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s).

Property Description (continued):

1	12 User Ubix 3: 216MB Hard Drive UPS On-Line Tape Back-Up 4MB RAM, Operating System Remote Diagnostics 1-Userstation, Printer (200 CPS) 1-Application, S/W lrense for Class AD	}	57,763.00
11	User Work stations w/ applications s/w license		
1	Upgade to 440 CPS printer		
2	Add'l toner packs		
1	Installation Charge onsite		
1	Training charge onsite (2 days)		
1	Spec Trip (included in purchase)		
2	Apple Laser Writer	)	6400.00
2	Apple Mac Terminals	}	6146.00
1	Apple Hard Disk		

GRANTOR/DEBTOR

GRANTOR/DEBTOR

By: [Signature] (SEAL)  
 Name: Geoffrey K. Calderone  
 Title: President

By: \_\_\_\_\_ (SEAL)  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

207-104 REV 6 86

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 971  
 Annapolis, Maryland 21404

2737854-0299



EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot Nos. 34, 35, 36, 37, 38 and 39, Section B, as shown on the Plat of Curtis Heights, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 1, folio 129, and now recorded in Plat Book 14, folio 23.

BEING the same property described in a Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Design Plus, Inc. unto Fred E. Kirchner.

Exhib.JMc

FINANCING STATEMENT

FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Debtor hereby certifies that there is no equipment located in Maryland.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name YHI Acquisition Corp. and Yield House, Inc.

Address 33 Elm Street, Merrimack, NH 03054

2. SECURED PARTY

Name Equitable Bank, National Association

Address 100 South Charles Street

Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above. Attn: James R. Berens

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list) See Exhibit A attached hereto and made a part hereof by reference.

Name and address of Assignee

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered) [X] (Products of collateral are also covered)

YHI Acquisition Corp., By:

Signature of Debtor: Joseph O. Bunting III

Type or Print Above Name on Above Line: Joseph O. Bunting, III

Yield House, Inc. By:

Signature of Debtor: Joseph O. Bunting III

Type or Print Above Signature on Above Line: Joseph O. Bunting III

Equitable Bank, National Association

By:

Signature of Secured Party: [Signature]

(Signature of Secured Party)

Type or Print Above Signature on Above Line: FRIEDA M.D. McWilliams

22 00

UIC

## EXHIBIT A

A. Accounts. All accounts and contract rights of the Debtor, including, without limitation, all of the Debtor's right, title and interest in, and to the Credit Card Collection Agreements and the EDP Servicing Agreement, both now and hereafter owned, existing, acquired or created, together with (a) all cash and non-cash proceeds thereof, and (b) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an Account and all cash and non-cash proceeds and products of all such goods.

B. Asset Purchase Rights and Claims. To the extent assignable by the Debtor, any and all rights, remedies, privileges, claims, and benefits now or hereafter existing, acquired or created in favor of the Debtor under, in connection with, and/or incident to, the "Asset Purchase Agreement" and/or any other instrument, agreement or document previously simultaneously or hereafter executed and delivered by the Debtor, and/or any other person in connection with the transactions contemplated by the Asset Purchase Agreement, and any and all moneys and claims for moneys now and hereafter due or to become due to the Debtor under or by reason of any of the foregoing including, without limitation any damages and/or awards resulting or arising from the enforcement and exercising of any such rights, remedies, privileges, claims and/or benefits, together with all cash and non-cash proceeds and products thereof. "Asset Purchase Agreement" means that certain Asset Purchase Agreement dated March 15, 1988, among the Debtor Standex International Corporation, Yield House, Inc. and White Mountain Advertising, Inc. and any and all subsequent amendments thereto and modifications thereof which are approved in writing by the Secured Party.

C. Cash Collateral Account. All of the Debtor's right, title and interest in, and to, the cash collateral account described and defined in the Security Agreement dated the date hereof from the Debtor to the Secured Party.

D. Credit Card Collection Agreements. All of the Debtor's right, title and interest in, and to, any and all agreements previously, now or hereafter entered into by and between the Debtor and one or more "Credit Card Servicers", including without limitation (a) that certain Bank Card Merchant Agreement dated March 13, 1988 by, between the Debtor and The First National Bank of Portsmouth, (b) that certain Credit Card Processing Service Agreement dated March 9, 1988 by and between the Debtor and Direct Marketing Guaranty Trust Corp. and (c) that certain Independent and Chain Mail Order Establishment Agreement dated March 15, 1988 by and between the Debtor and American Express Travel Related Services Company, Inc., pursuant to which Credit Card Collection Agreements such Credit Card Services administer, service and collect all or any portion of the Debtor's now or

hereafter existing Receivables resulting from, or generated by, credit card purchases, together with any and all subsequent amendments thereto and modifications thereof which are approved in writing by the Secured Party. As used herein the term "Credit Card Servicer" means any person which has agreed or now or hereafter agrees to administer, service and collect all or any portion of the Debtor's Receivables resulting from or generated by, credit card purchases, in accordance with, and pursuant to, a Credit Card Collection Agreement, and any and all successors and assigns.

E. Chattel Paper. All chattel paper of the Debtor, both now and hereafter owned, existing, acquired, or created, together with (a) all monies due and to become due thereunder; (b) all cash and non-cash proceeds thereof; (c) all returned, rejected, repossessed goods, the sale or lease of which shall have given or shall give rise to Chattel Paper and all cash and non-cash proceeds and products of such goods; and (d) all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by Chattel Paper, and all rights incident to such properties and goods and all cash and non-cash proceeds and products of all of the foregoing.

F. Equipment. All equipment and fixtures of the Debtor, both now owned and hereafter acquired and wherever located, including, without limitation, all equipment and fixtures of the Debtor now or hereafter located on or used in connection with all or any portion of real estate more particularly described in Exhibit B attached hereto and made a part hereof (the "Property"), together with (a) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith; (b) all replacements thereof and substitutions therefor; and (c) all cash and non-cash proceeds and products of all of the foregoing.

G. EDP Servicing Agreement. All of the Debtor's right, title and interest in, and to that certain EDP Servicing Agreement dated March 15, 1988, by and between the Debtor and Standex International Corporation, and any and all subsequent amendments thereto and modifications thereof which are approved in writing by the Secured Party.

H. General Intangibles. All of the Debtor's now owned and hereafter acquired contract rights and general intangibles (as such terms may be defined by the UCC), patents, patent licenses, patent applications, trademarks, trademark licenses, trademark applications, copyrights, trade names, trade rights, service marks, whether or not registered, rights in intellectual property, goodwill, permits, licenses, inventions, discoveries, improvements, designs, patterns, processes, formulae, trade secrets, proprietary rights and data, ideas and knowhow, whether

patentable or not, including, without limitation, any and all Asset Purchase Rights and Claims, together with all cash and non-cash proceeds and products thereof.

I. Inventory. All inventory of the Debtor, both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products of all of the foregoing.

J. Receivables. (a) all Accounts, accounts receivable, and General Intangibles of the Debtor, both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an Account, account receivable, or General Intangible, and all cash and non-cash proceeds and products of all such goods; (b) all Chattel Paper of the Debtor, both now owned and hereafter existing, acquired, or created, together with (i) all monies due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, repossessed goods, the sale or lease of which shall have given rise to Chattel Paper and all cash and non-cash proceeds and products of all such goods; (c) all property and goods of the Debtor, both now owned and hereafter acquired, which are sold, leased, secured, are the subject of, or otherwise covered by, Chattel Paper, and all cash and non-cash proceeds thereof; and (d) all Instruments (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar Instruments and documents) of the Debtor, both now owned and hereafter acquired, together with (i) all monies due and to become due thereunder and all rights incident thereto, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an Instrument and all cash and non-cash proceeds and products of all such goods.

K. Records. All records, correspondence, memoranda, tapes, disks, papers, books, and other documents, or transcribed information of any type, whether expressed in ordinary, computer or machine language, relating to, or in connection with, any and all of the Collateral and/or the Debtor's business.

L. Patent License. Any written agreement granting to the Debtor any right to practice any invention on which a Patent is in existence. As used herein the term "Patent" shall mean all of the following now or hereafter owned by the Debtor: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State

thereof or any other country or any political subdivision thereof, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

M. Trademarks. All of the following now or hereafter owned by the Debtor: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service markets, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof.

Mass Equitable Bank

FINANCING STATEMENT FORM UCC-1

Identifying File No. apless

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ferguson Trenching Co., Inc.  
Address 123 Revell Highway, Annapolis, MD 21401

RECORD FEE

POSTAGE

2. SECURED PARTY

Name Ingersoll-Rand Company  
Address 5681 Main Street, Elkridge, MD 21227

RECORD FEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(2) Ingersoll-Rand Air Compressors Model P160WJD

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee:  
Concord Commercial Corporation  
210 Goddard Boulevard  
King of Prussia, PA 19406

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Ferguson Trenching Co., Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Signature on Above Line

11 28

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 514 Page No. 28  
ID No. \_\_\_\_\_

1. Debtor(s) William J. Wroten and Jean L. Wroten  
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie, Maryland 21061  
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
Name or Names - Print or Type

200 East Redwood Street, Baltimore, MD 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) N/A :

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

\*BEING KNOWN AND DESIGNATED as Lot 11-A, as shown on the Plat entitled "26 Semi-Detached and 3 Single-Family Dwellings - Woodcrest Homes, Ltd.", which Plats are duly recorded among the Land Records of Anne Arundel County in Plat Book 103, folio 13.

Dated: 3-7-88

MERCANTILE MORTGAGE CORPORATION

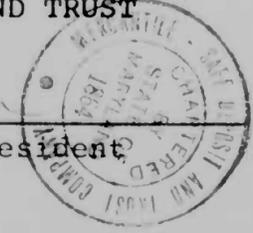
Paul W Parks

Paul W. Parks, President

MERCANTILE-SAFE DEPOSIT AND TRUST

Ronald D. Mettam

Ronald D. Mettam, Vice-President



100/80

Pucciarelli (6307 Harris Hgts. Ave-Woodcrest) (87-833)

RECORD FEE 10.00

STAGE .50

2089450 0055 003 113:34

03/18/88

20000

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor  
 RLM, Inc.  
 t/a Lee's Used Cars

Address  
 524 Defense Highway  
 Annapolis, MD 21401

RECORD FEE 14.00  
 POSTAGE .50

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

NO 0345 403 713451  
 4/23/88

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
 Inventory from time to time of automobiles and other vehicles installment sales contracts for vehicles sold by Debtor now owned or as developed from time to time, all equipment now owned or hereafter acquired and all accounts receivable now owned or hereafter acquired.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
 RLM, Inc.  
 t/a Lee's Used Cars

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

By: *[Signature]*  
 Harrington, President  
*[Signature]*  
 Harrington, individually  
*[Signature]*  
 Ann Harrington, individually

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
 5 CHURCH CIRCLE  
 ANNAPOLIS, MARYLAND 21401

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date, if any

For Filing Officer (Date, Time and Filing Office)

1. Debtor(s) (Last Name, First and address(es))  
Mewha, M. Kent, MD  
2619 Ogelton Road  
Annapolis, MD 21403

2. Secured Party(ies) and address(es)  
IR Synthetic Credit Corp.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, NY 10017

RECORD FEE 10.00  
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. Book 520 Page 424  
Filed with Anne Arundel Co Cir Ct Clk December 4, 1987

DEC 11 1987  
CLERK

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. All collateral described in UCC-1 assigned to: **Chemical Bank**  
277 Park Avenue  
New York, NY 10172

No. of additional Sheets presented:

IR Synthetic Credit Corp.

Agent

By \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By \_\_\_\_\_  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

11 Filing Office Copy - (to be retained)

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)  
Wilson, John Jr. & Diane S.  
4401 Mountain, Rd.  
Pasadena, MD 21122

2 Secured Party(ies) and address(es)  
IR Synthetic Credit Corp.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, NY 10017

For Filing Officer (Date, Time, and Filing Office)

RECORD FEE 10.00  
POSTAGE .50

RECORDED AND INDEXED  
BL  
JUL 11 1987

4 This statement refers to original Financing Statement bearing File No. 268461  
Book 514 Page 261  
Filed with Ann Arundel Co Cir Ct Clk Date Filed July 7, 1987

- 5  Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  Termination Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  Assignment The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  Amendment Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  Release Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10 All collateral described in UCC-1 assigned to: **Chemical Bank**  
277 Park Avenue  
New York, NY 10172

No. of additional Sheets presented

**IR Synthetic Credit Corp.**

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)  
**Agent**

STANDARD FORM - FORM UCC-3

1-1 Filing Officer Copy - Also Original

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)  
Zimmerman, Richard C.  
4867 Church Lane  
Galesville, MD 20765

2. Secured Party(ies) and address(es)  
IR Synthetic Credit Corp.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, NY 10017

For Filing Officer (Date, Time and Filing Office)

270316  
Book 519 Page 221

4. This statement refers to original Financing Statement bearing File No. 270316  
Filed with Anne Arundel Co Cir Ct, Clk October 23, 19 87

RECORD FEE 20.00  
POSTAGE .50  
BL  
ALERT  
OCT 23 1987

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10  
All collateral described in UCC-1 assigned to: **Chemical Bank**  
277 Park Avenue  
New York, NY 10172

No. of additional Sheets presented

IR Synthetic Credit Corp.

By \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By [Signature] \_\_\_\_\_  
Signature(s) of Secured Party(ies) **Agent**

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name, First and address(es))

Sobel, Henry J.  
Sobel, Patricia  
1800 View Top Ct.  
Annapolis, MD 21401

2 Secured Party(ies) and address(es)

IR Synthetic Credit Corp.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, NY 10017

4 For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

RECORDED 11:53 AM 11/13/87



11-13-87

4 This statement refers to original Financing Statement bearing File No. Book 520 Page 41  
Filed with Anne Arundel Co Cir Ct. Clk November 13, 1987

- 5  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10 All collateral described in UCC-1 assigned to: **Chemical Bank**  
277 Park Avenue  
New York, NY 10172

No. of additional Sheets presented

**Synthetic Credit Corp.**

By \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By [Signature] \_\_\_\_\_  
Signature(s) of Secured Party(ies)

Agent

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Goldstein, Jeffrey P.  
884 Coachway  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
IR Synthetic Credit Corp.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, NY 10017

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 267756  
Book 512 Page 482  
Filed with Anne Arundel Co Cir Ct Clk Date Filed May 26, 1987

RECORD FEE 24.00  
POSTAGE .50  
MAY 27 1987  
13/27/87

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. All collateral described in UCC-1 assigned to: **Chemical Bank**  
277 Park Avenue  
New York, NY 10172

No. of additional Sheets presented:

IR Synthetic Credit Corp.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies) **Agent**

2702 16

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility  
4 For Filing Office: Date, Time, No. Filing Office

1 Debtor(s) (Last Name First) and Address(es):  
BWI Associates Ltd Partnership  
dba Comfort Inn, BWI  
6921 Baltimore-Annapolis Blvd  
Baltimore, MD 21225

2 Secured Party(ies) Name(s) and Address(es):  
RCA Service Company  
A Division of RCA Corporation  
Route 38  
Cherry Hill, NJ 08358

5 This Financing Statement covers the following types (or items) of property:  
Recordation tax paid to State on equip. price \$86,197.  
All RCA Television Receivers, RCA Telephones  
Accessories, and Associated Equipment  
and Systems—Present and Future.

6 Assignee(s) of Secured Party and Address(es):  
General Electric Credit Corp.  
101 E. Ridge Dr Ste 301  
Danbury, Ct 06810

Proceeds of the Collateral are also covered.  
 Products of the Collateral are also covered.

7  The described crops are growing or to be grown.  
 The described goods are all to be affixed to.  
 The timber to be cut or minerals to be taken.  
(Including oil and gas in situ.)  
\* (Describe Real Estate Below)

8 Describe Real Estate Here  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the debtor's signature to perfect a security interest in collateral. (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction.  
 when the collateral was brought into the state, or  when the debtor's location was changed to this state

BWI Associates Ltd. Partnership

RCA Service Company

By

*[Signature]*  
Signature(s) of Debtor(s)

By

*[Signature]*  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

112 821

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

2002-07

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a manufacturing entity. For Filing Office (Date, Time, and Filing Office)

1. Debtor(s) (Last Name First) and Address(es)  
Super Lawns of Colesville & Columbia, Inc.  
1837 Foxcroft Ct.  
Annapolis, MD 21401

2. Secured Party(ies) Name(s) and Address(es)  
COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

RECORDING FEE \$11.00  
FILING OFFICE \$10.00  
TOTAL \$21.00

5. This Financing Statement covers the following type(s) of property:

(1) Paveman Trailer Unit & 11 H.P. Blower  
vendor: England & Associates  
12253 62nd Street N.  
Largo, FL 34643

6. Assignee(s) of Secured Party and Address(es)

X Products of the Collateral are also covered LEASE NO. 00-4321-0  
8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records.

3. Name of a Record Owner

7.  The described goods are growing or to be grown on the described goods, or are to be affixed to them. The lumber to be cut or minerals to be mined (including oil and gas) is on them. (Describe Real Estate in item 8.)

This is a conditional sales contract and is not subject to recordation tax.

10.  This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) which is proceeds of the original Collateral described above in which a security interest was perfected, or  acquired after a change of name, identity, or corporate structure of the Debtor, or  as to which the filing has lapsed, or  already subject to a security interest in another jurisdiction  when the Collateral was brought into this state, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  Consignor(s) and Consignee(s) or  Lessor(s) and Lessee(s)

SUPER LAWNS OF COLESVILLE & COLUMBIA, INC.

COPELCO LEASING CORPORATION

By William J. Tacyne, Nancy L. Tacyne  
Signatures of Debtors  
William J. Tacyne, Nancy L. Tacyne

By Doris A. Erdman  
Signature of Secured Party  
DORIS A. ERDMAN, Asst. Secty.  
(Required only if item 10 is checked)

(5/83)

STANDARD FORM—FORM UCC 1—Approved by The Secretary of The Commonwealth of Pennsylvania

(1) FILING OFFICER COPY - NUMERICAL

207233

A. A. Co.

524 PAGE 385

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: FRENCH/BRAY, INC.  
6731 Baymeadow Drive  
Glen Burnie, Maryland 21061
2. NAME AND ADDRESS OF SECURED PARTY: SIGNET BANK/MARYLAND  
7 Saint Paul Street  
Baltimore, Maryland 21202
3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:
  - (a) One (1) new Heidelberg two-color offset press ("Two-Color Press"), Model SORSZ, serial number 0526322, complete with all standard equipment except Bacher Punch, with two (2) extra sets of blanket bars, one (1) extra 3M Dampening Roller, one (1) extra Molleten Dampening Roller, and Royse refrigeration unit; one (1) new Heidelberg six-color offset press ("Six-Color Press"), Model 102S-H280, serial number 0526446, complete with Alcolor dampening, CPC 1-01-02-03, IR delivery modification non-stop feeder and all standard equipment, with one (1) extra set of blanket bars, one (1) extra alcohol form roller, one (1) extra alcohol fountain roller, Oxy-dry spray unit Model 200, and two (2) extra ink roller cores; one (1) new Baumfolder folder, size 26 x 40, Liberty series, Model 444, serial number L-26-B; one (1) new Model 5644 Auto Plot Station, consisting of Model 5600 Plotter Control, including Model 015 processor with 1 Mbyte memory, Model 116 video display and keyboard, Model 373 floppy disk drive, Model 5644 Plot Station Software and Model 44 Plotter with 20 x 25.5 inch plotting area and surface-mounted pins, with a Model 5644P (including Model 735) Optical Exposure Head (OEH-G); one (1) new Tobias computerized color scanning densitometer, Model SCR-41, serial number 41-365; and all other equipment and other property acquired by Debtor, in whole or in part, directly or indirectly, with proceeds of a certain loan made by Secured Party to Debtor in the principal amount of \$1,650,000.00; whether any of the foregoing is now owned or hereafter acquired by Debtor. (All of the foregoing is hereinafter referred to as the "Equipment").

RECORD FEE

11.00

PAGE

.50

RVS 710140

03/21/89

AH

11.52

(b) All parts and replacement parts for or relating to any of the Equipment, whether now owned or hereafter acquired by Debtor, and all additions, accessories, attachments, accessions, substitutions and replacements to or for any of the Equipment, whether now owned or hereafter acquired by Debtor.

(c) All present and future claims of Debtor against, and all amounts now or hereafter due to Debtor from, any manufacturer, seller, provider, warrantor or bailee of any of the Equipment or any other person in connection with any of the Equipment, whether for breach of contract, breach of warranty, warranty repairs, negligence or otherwise.

(d) All warranties, manuals and other writings and documentation relating to any of the Equipment.

(e) All documents of title relating to any of the Equipment.

(f) All proceeds, cash and noncash, including insurance proceeds, of all of the foregoing in any form whatsoever.

4. This transaction is not exempt from the recordation tax.

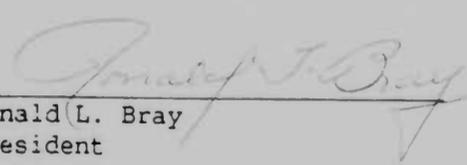
Principal amount of debt initially incurred is: \$1,650,000.00.

5. RETURN TO: J. Clinton Kelly, Esquire  
Weinberg and Green  
100 South Charles Street  
Baltimore, Maryland 21201

DEBTOR:

FRENCH/BRAY, INC.

By:

  
Ronald L. Bray  
President

March 9, 1988  
(Date signed by Debtor)

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)  
 STAMMER'S MARINE CENTER, INC  
 8938 ST SMALLWOOD RD  
 PASADENA, MD 21122

2. Secured Party(ies) and address(es)  
 GENERAL ELECTRIC CREDIT CORPORATION  
 320 120TH AVE NE STE 200  
 BELLEVUE, WA 98005

3. Maturity date (if any)  
 For Filing Officer (Date, Time and Filing Office)  
 RECORD FEE 15.00  
 POSTAGE .50  
 RECEIVED STATE FEE 12.00  
 APR 12 1988  
 BL CLERK

4. This statement refers to original Financing Statement bearing File No. 266921 \*\* BELOW  
 Filed with ANNE ARUNDEL COUNTY Date Filed 4/08 1987

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- XXX Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. PLEASE AMEND SECURED PARTY NAME TO READ: GENERAL ELECTRIC CAPITAL CORPORATION, AND ADDRESS TO INCLUDE: P.O. BOX 957, BELLEVUE, WA 98009

\*\* BOOK 510, PAGE 452

No. of additional Sheets presented:

STAMMER'S MARINE CENTER, INC.

GENERAL ELECTRIC CAPITAL CORPORATION

By: Wm A Stammer  
 Signature of Debtor (Necessary only if Item 8 is applicable)  
 (1) Filing Officer Copy - Alphabetical

By: [Signature]  
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 524 PAGE 388

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard L. Messick
Address 1635 Generals highway Annapolis, Maryland 20601 21401

2. SECURED PARTY

Name Suit & Wells Equipment Co. Inc.
Address 6300 Crain Highway Upper Marlboro, Maryland 20772
J.I. Case Credit Corporation 5790 Widewaters Parkway Syracuse, N.Y. 13214
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 - 1988 Case Model 580K 4Wheel Drive Tractor
Loader Backhoe
Serial# JJG0008426

Name and address of Assignee
RECORDING FEE 11.00
POSTAGE .50
RECORDED BY 120448
12/17/88
AH

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

1150

(Signature of Debtor)

Richard L. Messick
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Suit & Wells Equipment Co. Inc.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 524 PALE 389

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 83,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 2/1/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Morley Enterprises, Inc., A Michigan Corporation
Address 18577 E. 9 Mile Road, East Detroit, Michigan 48021

2. SECURED PARTY

Name Michigan National Bank
Address 300 River Place, Suite 6000, Detroit, Michigan 48207

RECORD FEE 17.00
RECORD TAX 581.00
SERVICES FEE 50.00
TOTAL 658.00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 2/25/94

4. This financing statement covers the following types (or items) of property: (list)

The collateral as more fully described in the attached Exhibits "A" and "B", including any proceeds, and including those items described in Schedule 1 of Exhibits "A" and "B".

Name and address of Assignee

958 Bay Ridge Road

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Morley Enterprises, Inc., A Michigan Corporation

Signature of Thomas Morley

Thomas Morley, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michigan National Bank

Signature of Lauren R. Fischer

Lauren R. Fischer, Second Vice President

Type or Print Above Signature on Above Line

17 581 50



EXHIBIT A  
TO FINANCING STATEMENT (UCC-1/UCC-1A) BY

Morley Enterprises, Inc., A Michigan Corporation

This Financing Statement covers the following types (or items) of property (hereinafter referred to as the Collateral):

- (a) All supplies, equipment and fixtures described in Schedule 1 attached hereto and incorporated by reference herein, and including all accessions, parts attached thereto or used or intended to be used in connection therewith and all books, records, instruments and documents relating thereto, and all substitutions of, improvements to and replacements of as well as all additions to the foregoing, whether now owned or hereafter acquired by the Debtor;
- (b) Proceeds, and proceeds of hazard insurance and eminent domain or condemnation awards with respect to the foregoing. In addition thereto, any and all deposits or other sums at any time credited by or due from Secured Party to Debtor and any and all instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property and the proceeds thereof (whether or not the same are Collateral or Proceeds thereof hereunder) owned by Debtor or in which Debtor has an interest, which are now or at any time hereafter in possession or control of Secured Party or in transit by mail or carrier to or from Secured Party or in possession of any third party acting on Secured Party's behalf, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether Secured Party has conditionally released the same (excluding, nevertheless, any of the foregoing assets of the Debtor which are now or at any time hereafter in possession or control of Secured Party under any written trust agreement wherein Secured Party is trustee and Debtor is trustor);

The real estate upon which the collateral is now or may hereafter be located is commonly known as Bay Forest Center, 958 Bay Ridge Road, Annapolis, Maryland 21403.

INITIAL HERE  
T.M.M.

INITIAL HERE

SCHEDULE 1

BOOK 524 PAGE 392

- 1 60" Retarder w/overshelf & racks
- 1 72" Retarder w/overshelf & racks
- 1 90" Retarder w/overshelf & racks
- 1 Pizza Pride sheeter
- or
- 1 Anets sheeter
- 1 2-compartment vegetable sink w/faucet
- 1 3-compartment sink
- 1 14" faucet w/pre-rinse
- 1 hand sink w/faucet
- 12 zinc shelves w/ 8 wall standards
- 14 polyguard shelves w/ 4 upright standards
- 16 76" posts
- 1 dunage platform
- 6 stainless steel worktables w/ casters
- 1 Pizza Pride Electric Oven or
- 1 Pizza Pride Gas Oven or
- 1 Middleby-Marshall Gas Oven
- oven exhaust fans, ductwork & curbs
- 1 oven parts kit
- 1 Amana Microwave (RC6PB)
- 1 VCM-40-220 V Berkel Mixer
- 1 Northland Frost Free Freezer
- 1 Proofer cabinet
- 1 Manitowoc Ice machine w/bin
- 1 Vollrath walk-in cooler w/compressor
- 1 floor safe
- 1 Menuboard w/companion board
- 1 Acroprint Time Clock w/card racks
- 2 RC Allen cash registers
- or
- 2 Sharp cash registers
- Signage, wall lettering, murals & logos

Standard LC counter systems

- Wood benches
- Canvas menudrops
- Warming lights
- 1 EL-32C Cono Cup Dispenser
- 2 EL-30 Cup dispensers w/ collars
- 1 EL-16C Cono Cup dispenser
- 4 RA-70 ER 24 Dough racks
- 96 18" x 26" alum. dough trays or
- 96 Camlite yellow dough trays
- 50 10" pizza pans
- 75 12" pizza pans
- 125 14" pizza pans
- 6 sandwich pans
- 24 bread pans
- 3 10" sauce templates
- 3 12" sauce templates
- 3 14" sauce templates
- 3 pan grippers
- 3 pizza cutters

- 1 21" wood handled fork
- 1 1 qt. measuring cup
- 1 1 gal. measuring pitcher
- 1 R.M. 64oz. clear flour scoop
- 2 medium cheese cups
- 2 large cheese cups
- 2 cornmeal shakers
- 3 lexan cheese shakers
- 2 6" clear squirt bottles
- 4 R.M. 3 1/2 qt. clear containers w/lids
- 14 cambro 1/6 6" deep pans w/lids
- 14 cambro 1/6 4" deep pans w/lids
- 18 cambro 1/3 6" deep pans w/lids
- 12 cambro 1/2 6" deep pans w/lids
- 24 cambro full 6" deep pans w'lids
- 4 12qt. containers w/lids
- 3 22qt. containers w/lids
- 1 22qt. containers w/ spigot & lid
- 2 60 qt. S.S. crocks w/lids
- 1 11 qt. collander
- 1 R.M. 9 1/2" scraper
- 1 R.M. 13 1/2" scraper
- 3 3" pastry brushes
- 2 6" dough cutters
- 1 Keen Cutters
- 1 Ekco ladle
- 3 Ekco nylon servers
- 1 2oz. s.s. ladle
- 1 24oz. s.s. ladle
- 2 3 1/2" paring knives
- 1 10" cooks' knife
- 1 double handled cheese knife
- 1 24" french wire whip
- 3 6oz. clear bar scoops
- 1 30" ticket minder
- 2 44" ticket minders
- 4 refrigerator/freezer thermometers
- 2 32oz. Homs scales
- 1 40 lb. Homs scale
- 1 Edlund can opener
- 1 Senior slice chief w/wedge
- 3 check spindles
- 6 12" adaptor bars
- 1 Nomad floor mat
- 1 10 gal. Brute container w/lid
- 1 sand urn w/top
- 3 liquid hand soap dispensers
- 3 roll towel dispensers
- 1 18 qt. step on container
- 6 oven mitts
- 1 14" x 43" prep table rack
- 2 32 gal. Brute containers w/lids
- 1 55 gal. Brute container w/lid
- 1 55 gal. dolly
- 1 dust pan
- 1 mop bucket w/ wringer
- 1 14" window squeege & brush
- 1 handle for brush & squeege
- 1 push broom w' handle
- 1 oven broom
- 2 warehouse brooms



ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: March 15, 1988

(X) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Omega Enterprises, Inc.

ADDRESS: 10531 Tolling Clock Way  
Columbia, Maryland 21044

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable  
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 13.00  
POSTAGE .50  
#49420 0055 R03 710-52  
A 03/21/88

DEBTOR(S):

Omega Enterprises, Inc.  
(Company Name)

BY: Thomas Varglos

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann  
(Authorized Signature)

Robert E. Mann

Commercial Loan Officer

(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11/30

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR and address (Last Name First) Wilton Investment Corporation, Inc. 10 Carvel Circle Edgewater, MD 21037 AND 450 Revell Highway-Route 50 Annapolis, MD 21401	2. SECURED PARTY and Address FIRST AMERICAN BANK OF MARYLAND 8701 Georgia Avenue Silver Spring, Maryland 20910
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO:  SECURED PARTY

RECORD FEE 10.00  
 POSTAGE .50  
 MARYLAND STATE TAX 111.01  
 3/21/88

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 270820 Date: December 4, 19 87  
 Record Reference: Book 520, Page 409



6. A. CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	6. B. RELEASE <input checked="" type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. C. ASSIGNMENT <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.	6. D. OTHER <input type="checkbox"/>

INFORMATION:

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Dated March 3, 19 88 By: David E. Klein, Assistant Vice-President

15.50

STATE OF MARYLAND

BOOK 524 PAGE 395

FINANCING STATEMENT FORM UCC-1

Identifying File No. 222223

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 31.00  
REPUTED 1005 03721400  
08/21/88

1. DEBTOR

Name White's Automotive Repair  
Address 512 Crain Hwy, Bldg 26, Glen Burnie Md 21061

2. SECURED PARTY

Name Seaboard Leasing Company  
Address P.O. Box 570, Jessup Md 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1-Allen Engine Analyzer  
Model #92-190

6704256

Name and address of Assignee  
EATON FINANCIAL CORP.  
THE BEAUMONT BLDG.  
P.O. BOX 9104  
Framingham, MA 01701

"Equipment Lease - does not create a security interest."

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Philip B. White  
(Signature of Debtor)  
Whites Automotive Repair/ Philip White  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
Seaboard Leasing Company  
Type or Print Above Signature on Above Line

TO BE  
 NOT TO BE

CROSS INDEXED  
IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL AMOUNT OF \$  
524 PAGE 396

FINANCING STATEMENT

1. Debtor(s):

RONALD MAUER  
Name or Names—Print or Type  
280 LIONS WATCH DR BARBERS MD 21220  
Address—Street No., City - County State Zip Code

PATRICIA MAUER  
Name or Names—Print or Type  
280 LIONS WATCH DR BARBERS MD 21220  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO  
Name or Names—Print or Type  
667 GOLF RIDGE DR WINDY CREEK MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

W/P CARPET AND CURT H 9463209

RECORDS FEE 15.00  
POSTAGE .50

4. If above described personal property is to be affixed to real property, describe real property.

280 LIONS WATCH DR BARBERS MD

RECORDS FEE 15.00  
POSTAGE .50  
AH 11 21 88

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

RONALD MAUER  
(Signature of Debtor)  
Ronald Mauer  
Type or Print  
Patricia A. Mauer  
(Signature of Debtor)  
PATRICK A. MAUER  
Type or Print

SEARS, ROEBUCK AND COMPANY  
(Company, if applicable)  
J. D. Althouse-Credit Central Oper. Mgr.  
(Signature of Secured Party)  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21087

A.A.G.  
1550

# Financing Statement

BOOK 1524 PAGE 397

<p>To:</p> <p><input type="checkbox"/> State Corporation Commission</p> <p><input type="checkbox"/> Clerk of the _____ Court,</p> <p><b>CROSS INDEXED</b> _____</p> <p><input checked="" type="checkbox"/> in Land Records - _____ to Public Records</p> <p>Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached.</p> <p style="text-align: center;"><b>SEARS, ROEBUCK AND CO.</b></p>	<p>File No. <u>1844</u></p> <p>Subject to Recordation Tax:</p> <p>Yes _____ No <u>X</u></p>
--	---

Name of Debtor <u>RUTH D. SHIPLEY</u>	Complete Address of Debtor <u>7482 WIGLEY AVE JESSUP, MD 20794</u>
--	---

Secured Party <b>SEARS, ROEBUCK AND CO.</b>	Unit address <u>THE MALL, COLUMBIA, MD 21044</u>
--	---

This Financing Statement covers the following property:

Full description of merchandise and services:

INSTALLING CENTRAL A/C SYSTEM

RECORD FEE	13.00
MORTGAGE	.00
RECORDING FEE	11.00
SEARCH FEE	2.00

Total Cash price	\$	<u>2888.00</u>	
Finance Charges if any	\$		
Total Secured Amount	\$		

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

(If collateral is goods which are or are to become fixtures)

The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record):

Name \_\_\_\_\_ Name \_\_\_\_\_

BIK # \_\_\_\_\_ LOT# \_\_\_\_\_ Address \_\_\_\_\_

(If collateral is crops)

The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):

**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207

<p>Signature of Debtor</p> <p>1. Signature <u>X Ruth D. Shipley</u></p> <p>print above name <u>RUTH D. SHIPLEY</u></p> <p>2. Signature _____</p> <p>print above name _____</p>	<p>Signature of Secured Party</p> <p><b>SEARS, ROEBUCK AND CO.</b></p> <p>By <u>J. B. Althouse</u></p> <p>Title <u>Credit Sales Manager</u></p>
--	---

Top Copy - Office \_\_\_\_\_ Copy - Customer (Original Signature on #1 and #2 Copy)

JUN 03 1987

**1844**

AADP 13.00

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 463 Page No. 440  
Identification No. 290181 Dated December 22, 1983

1. Debtor(s) { Dennis J. and Karen L. Rebuck  
Name or Names—Print or Type  
{ 107 Whip Lane, Glen Burnie, MD 21061 (A.A.CO.)  
Address—Street No., City - County State Zip Code

**MAIL TO:** { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
{ 6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>

Dated: MAR. 14 1988 Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

15.00  
POSTAGE  
15.00  
MAR 14 1988



1988

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471 Page No. 416  
Identification No. 251249 Dated March 15, 1983

1. Debtor(s) { Edwin A. Duley  
Name or Names—Print or Type  
{ 113 Weldon Road, Baltimore, MD 21226 (A.A.Co.)  
Address—Street No., City-County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
{ 6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City-County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Dated: MAR 14 1983 Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

12.00  
POSTAGE CK  
MAR 15 1983

A.A.Co  
12-30

STATE OF MARYLAND

272100

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ 30,000.00

If this statement is to be recorded  
in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$210.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Boyce, David M. and Boyce, Loretta J., Individually and as Co-Partners

Address 138 Cottage Grove Road Pasadena, MD 21122

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

AH

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David M. Boyce and Loretta J. Boyce,  
Individually and as Co-Partners

See attached for original signature

(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line  
LARRY F. KIMMEL, ADMIN. V.P.

25  
2100  
25

CREDIT ALLIANCE CORPORATION  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11th day of March, 1988 by and between  
David W. Boyce and Loretta J. Boyce, Individually and as Co-Partners, having their  
principal place of business at 130 Cottage Grove Road Pasadena, MD 21122  
Mortgagor and Credit Alliance Corporation Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels, and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, end-usement and guarantees, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses hereof or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of the Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.1% or 1% per day (except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate). Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage the Mortgaged Property and every part thereof is free and clear of all the liens and encumbrances of every kind, nature and description except any held by Mortgagee, and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of the Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of the Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of the Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply insofar as may be necessary to protect the Mortgaged Property and the lien of this Mortgage (thereof) with all the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, when requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless, from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisalment, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagor may at any time, with or without exercising any of the rights or remedies, aforesaid, and without prior notice or demand to Mortgagee, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagee, and for such purposes, endorse the name of Mortgagee on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made on any moneys paid to Mortgagee may be applied without notice to Mortgagee, partly or entirely in any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and or change applications of any sums paid and to be paid by or for Mortgagee under any circumstances to any obligations of Mortgagee to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument as to one or more Mortgage Obligations and if there after there be one or more increases or decreases in such prime rate, the aforesaid interest rates shall each be increased (or decreased) respectively from the effective date of any such change in prime rate to the extent of 30% for each 2% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing and Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. In the event of default by Mortgagee in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such (or of any other) right, privilege, remedy, or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of the Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagee for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to amend any one or more items (or to add items) to such records, alternatively or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagee and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of the Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants that he or she is the person named and that person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagee fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or compromise of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to Mortgagee and hold in any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and misuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee, Mortgagee recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. So long as the Mortgaged Property may be in the hands of Mortgagee under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagee may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effect of each and every provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagee or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only, without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be duly executed, the day and year first above written, DAVID M. BOYRE AND Coretta J. Boyce, Individually and as Co-Partners (Sole)

ATTEST  
Secretary  
By David W. Boyce Mortgagee (Title)  
Coretta J. Boyce

Maryland  
STATE OF Anno Arundel  
COUNTY OF  
David M. Boyce and Coretta J. Boyce being duly sworn, deposes and says

They are  
AND  
CREDITS

I, Notary Public, do hereby certify that the foregoing Mortgage was duly executed by the parties named herein and that the same is a true and correct copy of the original as the same appears to me. I have also caused the same to be duly recorded in the office of the Clerk of the County of Arundel, Maryland, in Book No. 458, Page 14, in accordance with the provisions of the laws of the State of Maryland. Witness my hand and the seal of my office, this 14th day of August, 1988.

Notary Public  
David W. Boyce  
Coretta J. Boyce

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public, duly qualified to act for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ in said County before me personally appeared \_\_\_\_\_ to me personally well known

(The Individual) and to me the identical person named and who acknowledged to be a member of the partnership of \_\_\_\_\_ and the identical person described as and party to and who executed in said partnership name the within foregoing and attested instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, delivered and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned, intended and contained.

(The Partnership) who being first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and attested instrument of writing, and being authorized and duly executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment that he knows the contents of said instrument, that he resides \_\_\_\_\_

(The Corporation) that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free true and lawful act and deed and the free true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

GIVEN UNDER AND WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract Chattel Mortgage or Lease dated March 11, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Ravens 36' Aluminum Dump Trailer	1988	1R1D03620JE880
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

David W. Boyce and Loretta J. Boyce,  
Individually and as Co-Partners

By: David W. Boyce

By: Loretta J. Boyce

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sunchasers, Inc.

Address 6714C Ritchie Highway Glen Burnie, MD. 21761

2. SECURED PARTY

Name GFS Leasing, Inc.

Address 124 Slade Avenue Ste. #100

Pikesville, MD. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 2 Leading Edge IMS
- 1 Toshiba 321 SL Printer #1420897
- 2 Dlink Network Adapter Card
- 2 Memory Upgrade
- 1 Surge Protector
- 1 Printer Cable
- 1 IMS Cartridge

Name and address of Assignee  
 American Network Leasing  
 Partnership B-1  
 124 Slade Avenue Ste. #100  
 Pikesville, MD. 21208

Not subject to Recordation Tax  
Conditional Sales Contract

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Sunchasers, INC  
 (Signature of Debtor)  
Mark W Bruce V.P.  
 Type or Print Above Name on Above Line  
 MARK W. BRUCE V.P.  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

GFS Leasing, Inc.  
 (Signature of Secured Party)  
Elizabeth S Stockman  
 Type or Print Above Signature on Above Line

11-

A.A. Co.

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<b>1. DEBTOR and Address (Last Name First)</b> Mercer Enterprises, Inc. T/A Basic Star Company P.O. Box 19677 4350 Sixth Street Baltimore, MD 21225	<b>2. SECURED PARTY and Address</b> SIGNET BANK/MARYLAND 7 St. Paul Street Baltimore, MD 21203
<b>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</b>	<b>4. RETURN TO:</b> Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203  Attn: Gloria Bolton

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 271289 Date 1-12, 19 88  
 Record Reference book 522 page 134

6. Item No. 1 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Name of debtor changed to Mercer Enterprises, Inc. T/A Basic Star Company

RECORD FEE 10.00  
 POSTAGE .50  
 RECEIVED BY 11:20  
 03/21/88

Dated this \_\_\_\_\_ day of February 27, 19 88

**DEBTOR:**  
 Mercer Enterprises, Inc. T/A Basic Star Company

**SECURED PARTY:**  
 SIGNET BANK/MARYLAND

By: [Signature]  
 James P. Mercer, Jr. (Title)  
 Secty-Treas.

By: [Signature]  
 Ross L. Brown, A.V.P. (Title)

UCC-9

1050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 524-4114

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John Lawrence Wright, Jr. d/b/a J. L. Wright Co.

Address 1121 Cedarcliff Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name State Equipment, Div of SECORP NATIONAL INC.

Address 1400 Job Ave, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Dresser Crawler/Loader, Model 100C, Serial Number 514, with a Dresser 3142A Backhoe Attachment

Name and address of Assignee Dresser Credit Corporation 3201 North Wolf Road Franklin Park, IL 60131

RECORD FEE 12.00 POSTAGE .30 03/21/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John Lawrence Wright, Jr. (Signature of Debtor)

JOHN LAWRENCE WRIGHT, JR. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn S. Conklin (Signature of Secured Party)

GLENN S. CONKLIN VPJGM Type or Print Above Signature on Above Line

1750

MN260901.FIS  
1840

BOOK 524 PAGE 407

201111

FINANCING STATEMENT

1. Name of Debtor: ADVENTURES IN HOME BUILDING, LTD. 13.00  
Address: P.O. Box 1071  
Severna Park, Maryland 21146 3.00
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Department  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202 AH 03/21/88

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated March 9, 1988, 1988 from Debtor to Dennis M. Miller and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$2,200,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

12/15

Debtor:

ADVENTURES IN HOME BUILDING,  
LTD.

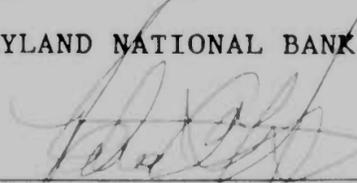
By

  
Richard E. Polm  
President

Secured Party:

MARYLAND NATIONAL BANK

By

  
Patricia A. Hicks  
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL  
COUNTY, MARYLAND ✓
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND  
TAXATION

Please return to: NORTHCO TITLE CORPORATION  
P.O. Box 1330  
Glen Burnie, MD 21061  
(88-068)

EXHIBIT A

PROPERTY DESCRIPTION

ALL that lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

Lots 54 through 73, inclusive, and 121, 122, 125, 126 and 127, as shown on the Plats entitled "Harbor Valley Estates", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 98, folio 48, 49 and 50.

APR 2 3-16 88 427

BOOK 524 PAGE 410

MARYLAND FINANCING STATEMENT

UCC-1 02112

Not Subject to Recordation Tax - Conditional Sales Contract  
 Recordation Tax of \$ \_\_\_\_\_ on \_\_\_\_\_  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: LOFTUS MASONRY, INCORPORATED  
(Name or Names)  
1410 MARA VISTA COURT; CROFTON, MARYLAND 21116  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: HOOVER FORKLIFT SALES, INC.  
(Name or Names)  
5 MARCIA COURT; BOONSBORO, MARYLAND 21718  
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: SIGNET BANK/MARYLAND  
(Name or Names)  
P.O. BOX 22497; BALTIMORE, MARYLAND 21203  
(Address)

4. This Financing Statement covers the following types (or items) of property:  
One (1) used Pettibone model B-68 forklift, S/N 5-357.

RECORD FEE 11.00  
STAMP 1.50  
TOTAL 12.50  
3/16/88

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S):  
LOFTUS MASONRY, INCORPORATED  
By: Martin T. Loftus PRES.  
(Type or print name of person signing)  
MARTIN T. LOFTUS  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

SECURED PARTY:  
HOOVER FORKLIFT SALES, INC.  
By: A. Gene Hoover Pres.  
(Type or print name of person signing)  
A. Gene Hoover Pres.  
(Type or print name of person signing)

Return To: SIGNET BANK/MARYLAND  
P.O. BOX 22497; BALTIMORE, MARYLAND 21203

1150

PP 00 427 90 3/11/88

MARYLAND FINANCING STATEMENT BOOK 524 PAGE 411 UCC-1

Not Subject to Recordation Tax - Conditional Sales Contract  
 Recordation Tax of \$ \_\_\_\_\_ on \_\_\_\_\_  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: DESIGN PAVEMENTS, INC.  
(Name or Names)  
BOX 728; MILLERSVILLE, MARYLAND 21108  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: CHESAPEAKE SUPPLY & EQUIPMENT COMPANY  
(Name or Names)  
8366 WASHINGTON BLVD; SAVAGE, MARYLAND 20863  
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: SIGNET BANK/MARYLAND  
(Name or Names)  
P.O. BOX 22497; BALTIMORE, MARYLAND 21203  
(Address)

4. This Financing Statement covers the following types (or items) of property:  
One (1) Case model 1835B Uniloder, S/N 17170418, with all attachments and accessories thereto.

RECORDATION FEE 17.00  
POSTAGE .50  
TOTAL 17.50  
AH 3/11/88

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder. Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S):  
DESIGN PAVEMENTS, INC.  
By: Joseph Van Deuren PRES  
(Type or print name of person signing)

SECURED PARTY:  
CHESAPEAKE SUPPLY & EQUIPMENT COMPANY  
By: Douglas B. Eggers  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: SIGNET BANK/MARYLAND  
P.O. BOX 22497; BALTIMORE, MARYLAND 21203

1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE	If this statement is to be recorded in land records check here. <input type="checkbox"/>
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This financing statement Dated 2/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT A. BALLANTINE, INC. FILING FEE 12.00

Address 1797 DORSEY ROAD, HANOVER, MD 21076 POSTAGE .50

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK RECEIVED 02/23/88 11:42 AM

Address 7290 MONTGOMERY ROAD, ELKRIDGE, MD. 21227 PH

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 2/23/93

4. This financing statement covers the following types (or items) of property: (list)  
 Each & every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of service by Debtor, out of a loan by Debtor out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligator obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ROBERT A. BALLANTINE, INC.



BY: Robert A. Ballantine, Inc. President  
 (Signature of Debtor)

ROBERT A. BALLANTINE, PRESIDENT  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles E. Walker  
 (Signature of Secured Party)

CHARLES E. WALKER, PRESIDENT  
 Type or Print Above Signature on Above Line

1150

This STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code

No. of additional Sheets Presented

3.  The Debtor is a transmitting utility.  
4 For Filing Office: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es):  
Maryland Circle Graphics, Inc.  
7484K Candlewood Road  
Harmans, MD 21077

2. Secured Party(ies) Name(s) and Address(es):  
NS&T Bank, National Association  
15th Street & New York Avenue, N.W.  
Washington, DC 20005

RECORD FEE 12.00  
POSTAGE .50  
#001470 0055 803 714145

5 This statement refers to original Financing Statement No. 269738 filed (date) 9/21/87 with Anne Arundel County

- 6  A Continuation The original Financing Statement bearing the above file number is still effective.
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)



This statement is to be indexed in the Real Estate Records Section Block Lot

CRESTAR BANK, N.A. formerly  
NS&T BANK, NATIONAL ASSOCIATION

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

By Bruce A. Eppard, AVP  
(Signature(s) of Secured Party(ies))

200115

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>Circle Graphics, Inc. 7484 Candlewood Road Harmans, Maryland 21077</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Steven M. Wienecke Commercial Loan Representative</p> <p>Return to Secured Party</p>
--	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of typesetting, graphics (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever;

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other All furniture and fixtures, now owned or hereafter acquired and all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$106,810.24 Term Loan and \$50,000 Line of Credit  
The taxable amount of debt is \$28,225.84

DEBTOR:

Circle Graphics, Inc.  
(Type Name)

By: Jay C. Berkowitz, Pres.  
Jay C. Berkowitz, President

By: \_\_\_\_\_

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: Steven M. Wienecke

Steven M. Wienecke  
(Type Name)

FEB. 16 19 88  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.  
TO BE RECORDED IN THE LAND RECORDS AND FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION. RECORDATION TAXES IN THE AMOUNT OF \$196.00 HAVE BEEN PAID IN ANNE ARUNDEL COUNTY.

AFTER RECORDATION, PLEASE RETURN TO: Janet E. Turner, Legal Assistant  
Shapiro and Olander  
36 South Charles Street, Suite 2000  
Baltimore, Maryland 21201

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268181

RECORDED IN LIBER 513 FOLIO 469 ON June 24, 1987 (DATE)

1. DEBTOR

Name La Bonne Vie, Inc.

Address 195 Main Street, Annapolis, Anne Arundel County, Maryland 21401

2. DEBTOR

Name Jean-Louis Evennou Michel Fretin  
3707 Lawrence Ave. 1910 N. Calvert Street

Address Kensington, MD 20890 Arlington, VA 22201

3. SECURED PARTY

Name Hubbard Enterprises, Inc.

Address 195 Main Street, Annapolis, Anne Arundel County, Maryland 21401  
S. Kennon Scott, Esquire, 2661 Riva Road, Fourth Floor,  
Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00  
SEARCH FEE 50  
NOTARIAL FEE 11.00  
3/21/88

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>All equipment, trade fixtures, furniture, lease rights, leasehold improvements, good will, trade name and all other assets used in the business known as Cafe Normandie located at 195 Main Street, Annapolis, Anne Arundel County, Maryland 21401</p>	



10.50

Dated March 1 1988

HUBBARD ENTERPRISES, INC.  
By: John R. Hubbard  
(Signature of Secured Party)  
John R. Hubbard, President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 481 FOLIO 510 ON Jan 22, 1985 (DATE)

1. DEBTOR

Name CHARLES A. RUSSELL AND JENNIFER RUSSELL

Address 1303 WEST STREET ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 24 B Defense Street Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



RECORD FEE 10.00  
POSTAGE .50  
6091590 3040 R03 115432  
03/21/88

Dated 3/11/88

*Irlanda E. Jones*  
(Signature of Secured Party)

Irlanda E. Jones  
Type or Print Above Name on Above Line

1050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 417  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated March 10, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stephen C. Herzberger T/A S & H Electric & Construction Co.  
Address 7933 Oak Road, Pasadena, MD 21122

2. SECURED PARTY

Name Tucker Equipment Company  
Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Case 1835C Uni-Loader  
S/N 17940803  
One Eager Beaver TL6 Trailer  
S/N 1120TL10XHS030195

Name and address of Assignee  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway, Syracuse, N.Y. 13214

RECORD FEE 10.00  
POSTAGE .50  
MAY 15 1988  
AH

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Stephen C Herzberger  
(Signature of Debtor)

Stephen C Herzberger  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D Tucker  
(Signature of Secured Party)

Barclay D. Tucker, II

Type or Print Above Signature on Above Line

12.50

STATE OF MARYLAND  
BOOK 524 PAGE 418  
**FINANCING STATEMENT** FORM UCC-1 Identifying File No. \_\_\_\_\_

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ <u>N/A</u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

This financing statement Dated March 5, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John F. Marion T/A Colonial Contracting Company  
 Address 3400-B Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name Tucker Equipment Company  
 Address P.O. Box 340, Aberdeen, MD 21001

RECORD FEE 32.00  
 POSTAGE .50  
 3/15/88 10:30 AM  
 10/12/88  
 AH

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One CASE 580K Loader/Extendahoe  
 S/N JJG008042

Name and address of Assignee:
<b>J. I. CASE CREDIT CORP.</b> 5790 Widewaters Parkway, Syracuse, N.Y. 13214

One EAGER BEAVER 20HA Trailer  
 S/N 1120HA203JT200093

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*John F. Marion*  
(Signature of Debtor)

John F. Marion  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Barclay D. Tucker II*  
(Signature of Secured Party)

Barclay D. Tucker II  
Type or Print Above Signature on Above Line

*1250*

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271072

RECORDED IN LIBER 521 FOLIO 345 ON December 29, 1987 (DATE)

1. DEBTOR

Name Chesapeake Body & Frame, Inc.  
Address 348 Mountain Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Leasing Corporation of America  
Address P.O. Box 152, Stevenson, Maryland 21153-0152  
Baltimore Federal Financial, 500 N. Calvert Street, Baltimore, MD 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) September 21, 1992

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Baltimore Federal Financial, F.S.A. 500 N. Calvert Street 4th Floor Baltimore, MD 21202 Attn: Mr. Bob Weinhold</p>	

RECORD FEE 20.00  
POSTAGE .50  
RECEIVED 115434  
03/21/88

Dated 3/14/88

[Signature]  
(Signature of Secured Party)  
Jonathan S. Waranch, President  
Type or Print Above Name on Above Line

1500

44.6  
10.02

### Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 524 PAGE 420

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 259798 recorded in Liber 493, Folio 185 on December 31, 1985 (date).

1. DEBTOR(S):  
 Name(s) J. & S. Auto Parts, Inc.  
 Address(es) 350 Mountain Road  
Pasadena, Maryland 21122

2. SECURED PARTY:  
 Name Equitable Bank, National Association  
 Address 100 S. Charles Street  
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SECURED PARTY:  
**EQUITABLE BANK, National Association**  
 By Barbara A. Wykowski  
 Barbara A. Wykowski  
 Corporate Banking Officer  
(Type Name and Title)

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

15

### Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 259799 recorded in Liber 493 Folio 187 on December 31, 1985 (date).

1. DEBTOR(S):  
 Name(s) Richard E. Martin  
 Address(es) 1508 Holly Road  
Pasadena, Maryland 21122

2. SECURED PARTY:  
 Name Equitable Bank, National Association  
 Address 100 S. Charles Street  
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby (Check only one Box)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8

RECORD FEE 10.00  
RECORDED BY 708 725742  
DEC 21 1985



9. DEBTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:  
**EQUITABLE BANK, National Association**  
By Barbara A. Wykowski  
Barbara A. Wykowski  
Corporate Banking Officer  
(Type Name and Title)

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201



FINANCING STATEMENT

1  To Be Recorded in the Land Records at \_\_\_\_\_  
 2  To Be Recorded among the Financing Records at Anne Arundel County  
 3  Not subject to Recordation Tax  
 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 20,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s) Lubrano of Annapolis Plaza, Inc. Address(es) 150 H Jennifer Road  
Annapolis, Maryland 21401

6 Secured Party Maryland National Bank Address: Department Retail Finance  
Post Office Box 987, Mailstop 090132  
Baltimore, Maryland 21203  
 Attention: \_\_\_\_\_  
 (Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)

Debtor: LUBRANO OF ANNAPOLIS PLAZA, INC. Secured Party: Maryland National Bank

By: \_\_\_\_\_ (Seal) By: Robert V. Marcellas (Seal)  
Type name and title, if any

By: Raimondo Lubrano, President By: Robert V. Marcellas, Vice President  
Type name and title, if any

115  
140.50

524

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

T. C. Simons, Inc.  
2011 Belair Road  
Fallston, MD 21047  
M-32483-1 Machine in Mayo Beach, MD  
A. A. Co

(2) Secured Party(ies) (Name(s) and Address(es))

ALBAN TRACTOR CO. INC.  
P O BOX 2595  
BALTIMORE, MD 21237

*[Handwritten Signature]*  
RECORDED  
INDEXED  
MAR 23 1988

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described in Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

RECORD FEE 11.00  
POSTAGE .50  
For Filing Officer #091400-1055 NOS 714438

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #963 Track Loader S/N 21Z01549

*[Handwritten Initials]*  
MAR 23 1988

Products of the Collateral Are Also Covered.

"NOT SUBJECT TO RECORDATION TAX"

(6) Signatures: Debtor(s)

M. SUTTER Secured Party(ies) [or Assignees]

T. C. Simons, Inc.

Alban Tractor Co., Inc.

(By) *[Handwritten Signature]*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) *[Handwritten Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

11/50

STATE OF MARYLAND

FINANCING STATEMENT FORM 0001

Identifying File No. 524 PAGE 424

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272100

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SEVERN GRAPHICS, INC. #08647-02
Address 7590 Ritchie Highway, Glen Burnie MD 21061

2. SECURED PARTY

Name SIGNAL CAPITAL CORPORATION
Address Liberty Lane, Hampton NH 03842

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A with all standard and accessory equipment, and all additions, accessions, modifications, improvements, replacements, substitutions, and accessories, thereto and therefor, whether now owned or hereafter acquired, and the proceeds, products, and income of any of the foregoing. Debtor has possession of the equipment under a true lease only. Secured Party has a security interest in the equipment to the extent necessary to protect its title and interest therein.

Name and address of Assessor: 130 0345 003 109214 03/25/83

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor) SEVERN GRAPHICS, INC.
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party) SIGNAL CAPITAL CORPORATION
Type or Print Above Signature on Above Line



Signal Capital Corporation

Schedule A Equipment

re: Agreement UCC - 1 Filing Form dated September 30, 19 87  
 with SEVERN GRAPHICS, INC., #08647-02

Qty.	Manufacturer and Description	Model No	Serial No.	Equipment Location
1	New Genigraphics 100D-Plus 11/53 Console Microprocessor			*
1	PS4000 35mm & L.F. Film Recorder			
2	12-Pak Fonts			
2	Texture Pkgs. (For 11/53 & one 11/73)			
2	Animation software Pkgs. (11/53 & 11/73)			
1	Digi-Sketch Drawing Software			
	with all standard and accessory equipment			
	*7590 Ritchie Highway Glen Burnie, MD 21061			

SIGNAL CAPITAL CORPORATION

By:

*Thomas J. McRay*

Title:

*Credit Analyst*  
Equipment Finance Division

SEVERN GRAPHICS, INC.

By:

*John T. Russell*

Title:

*President*

TO BE RECORDED IN  
THE FINANCING RECORDS OF  
ANNE ARUNDEL COUNTY

NOT SUBJECT TO  
RECORDATION TAX

PARTIAL RELEASE OF  
FINANCING STATEMENT

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING NO.  
203511, RECORDED IN LIBER 502, FOLIO 143, on September 3,  
1986.

1. DEBTOR: SOUTHERN MARYLAND ALUMINUM PRODUCTS COMPANY,  
INC.  
Route 3, Box 141  
Edgewater, Maryland 21037

2. SECURED PARTY: SECOND NATIONAL BUILDING AND LOAN, INC.  
P. O. Box 2558  
Salisbury, Maryland 21801  
Attn: William F. Brooks, Jr.

3. MATURITY DATE: None disclosed.

4. PARTIAL RELEASE: From the collateral described in the financing  
statement bearing the file number shown above,  
the Secured Party releases the following:

- a. All inventory and building materials that are inventory.
- b. "All accounts receivable for or on behalf of the Debtor."
- c. "All proceeds of the collateral" being released and described in "a" and "b" above.

Dated: March 15, 1988.

SECOND NATIONAL BUILDING AND  
LOAN, INC.

BY: Marion J. Minker, Jr.  
Marion J. Minker, Jr.  
Executive Vice President  
P.O. Box 1767  
Annapolis, Maryland 21404  
SECURED PARTY

RECORDING FEE 30.00  
POSTAGE .50  
15 10846  
03 21/88

RETURN TO  
J. MINKER & CO  
700 KISLUBA AVE  
ANNAPOLIS MD 21401

10-50

TO BE RECORDED IN  
THE FINANCING STATEMENT RECORDS  
OF ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO  
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: SOUTHERN MARYLAND ALUMINUM PRODUCTS COMPANY, INC.  
Address: 1268 Central Avenue  
Davidsonville, MD 21035
2. Secured Party: THE ANNAPOLIS BANKING AND TRUST COMPANY  
Address: Church Circle  
Annapolis, MD 21401
3. This Financing Statement covers the following types of property:
  - a. All cash on hand, accounts receivable, chattel: paper, or cash held on account by any financial institution for or on behalf of the Debtor now outstanding or hereafter acquired.
  - b. All goods and inventory of Debtor which are held or are being prepared for sale or are to be furnished under a contract of service, including raw materials, work inn process or materials used or consumed in the business of the Debtor whether now on hand or hereafter acquired.
4. The proceeds and products of the collateral described in paragraph 3 above are covered by the Financing Statement.

Debtor:

SOUTHERN MARYLAND  
ALUMINUM PRODUCTS CO., INC.

By: Harry C. Kenney  
Harry C. Kenney,  
President

Secured Party:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

By: John M. Suit, II  
John M. Suit, II, President

Mr. Clerk: Return to: The Annapolis Banking & Trust Co.  
Church Circle, Annapolis, MD 21401

11-56

Not to be recorded  
in Land Records

Not subject to  
Recordation Tax  
\$78.105

FINANCING STATEMENT

1. Name of Debtor:

The Anne Arundel General Hospital, Inc. (the "Institution")

Address:

Franklin and Cathedral Streets  
Annapolis, Maryland 21401

2. Name of Secured Party:

Maryland Health and Higher Educational  
Facilities Authority (the "Authority")

Address:

Suite 550  
One South Calvert Street  
Baltimore, Maryland 21202

3. This Financing Statement is filed for the purpose of providing notice of the Authority's security interest in all equipment and personal property on those premises mortgaged to the Authority by the Institution by a Mortgage made as of February 25, 1988 (the "Mortgage"), and recorded among the Land Records of Anne Arundel County, Maryland, such equipment and personal property being described on Exhibit A to this Financing Statement and located on the real estate described in the Mortgage and also described on Exhibit B to this Financing Statement. The Mortgage constitutes and is a security agreement and financing statement. This Financing Statement is filed further to publish and perfect the security interest created by the Mortgage.

The Authority's security interest in such equipment and personal property is for the purpose of securing, in part, the payment of the principal of and redemption premiums, if any, and interest on the Authority's Revenue Bonds, Anne Arundel General Hospital Issue, Series 1988, issued pursuant to the Anne Arundel General Hospital Bond

45 50

Resolution adopted by the Authority and effective on February 25, 1988, the note dated July 3, 1975 issued by the Institution in the original principal amount of \$2,500,000, any other Parity Debt and Subordinate Obligations (each as defined in the Resolution) issued from time to time in accordance with the Resolution.

[The filing of this Financing Statement shall not constitute a waiver by the Authority of the provisions of Section 14 of Article 43C of the Annotated Code of Maryland (1986 Replacement Volume and 1987 Supplement), and the provisions of such Section shall continue to be fully operative hereunder.]

4. Proceeds of the collateral are also covered.

Debtor:

The Anne Arundel General Hospital, Inc.

By:

  
Carl A. Brunetto  
Administrator

To the Filing Officer: After this statement has been recorded, please mail the same to: Catherine M. Salamone, Legal Assistant, Piper & Marbury, at 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

*Bay State Title Co.  
770 Ritchie Highway, Suite 417  
Severna Park, MD 21146  
ERL 39440*

EQUIPMENT AND PERSONAL PROPERTY

All fixtures, equipment, machinery, apparatus, fittings, appliances, building materials and other articles of personal property of every kind and nature whatsoever, whether now owned or hereafter acquired by the Institution that are now or hereafter located at, attached to, placed upon, or used in connection with the property or improvements described in clause (a) of the Granting Clauses of the Mortgage, including (without limitation) all heating, lighting, incineration, plumbing, lifting, cleaning, fire-extinguishing, refrigerating, ventilating, communications, air-conditioning and power equipment, all gas, water and electrical equipment, all pipes, tanks, motors, conduits, switchboards, elevators, escalators, shades, awnings, floor coverings, screens, ranges, refrigerators, dishwashers, washers, dryers, cabinets, partitions, ducts, compressors, landscaping, security systems, beds, furniture, furnishings, laboratory equipment, medical equipment, dispensary equipment, scientific equipment, inside rolling equipment and other equipment of any kind, so located, attached, placed or used and all leasehold interests of the Institution in any of the foregoing property or in any real property, together with all additions thereto and replacements thereof, and, in addition, all fixtures, equipment and other personal property now or hereafter ordered for eventual delivery to, or use in connection with, the property described in clause (a) of the Granting Clauses of the Mortgage, whether or not delivered thereto, all of which shall be deemed to be fixtures and part of the land, but whether or not of the nature of fixtures, shall constitute part of the security under the Mortgage.

524 431

Jennifer Road Site

BEGINNING at a point in the northerly right-of-way of Detention Road, (now named Jennifer Road) as shown on Anne Arundel County Department of Public Works Plats 14492-X, 14493-X 14494-X, said point also being a corner of the property conveyed by Paape Development Company, Inc. to Hardesty Annapolis Joint Venture by deed dated July 18, 1969 in the land records of Anne Arundel County, Maryland, in Liber MSH 2321 at Folio 248, thence leaving said point so fixed and running with the said line of Hardesty Annapolis Joint Venture with meridian referred to Maryland State Grid North as now described by Dewberry & Davis the following,

- (1) North  $39^{\circ} 05' 42''$  East, 110.75',
- (2) North  $69^{\circ} 05' 42''$  East, 346.50',
- (3) North  $07^{\circ} 33' 32''$  West, 1064.93',

to a corner common to the property of Beth Ann Banks as described in a deed recorded among the land records of Anne Arundel County, Maryland in Liber 2404 at Folio 876, and the corner of Lots 5 and 6, Bestgate Terrace as recorded among the plat records of Anne Arundel County, Maryland, in Plat Book 33 at Folio 17, thence running with the southerly line of said subdivision.

BOOK 524, PAGE 432

- (4) South  $84^{\circ} 16' 00''$  East, 229.31',
- (5) North  $73^{\circ} 40' 40''$  East, 239.32',
- (6) North  $61^{\circ} 44' 48''$  East, 205.77',  
to an iron pipe found, thence,
- (7) North  $42^{\circ} 06' 13''$  West, 724.31',  
to an iron pipe found on the southerly side of Bestgate Road, a 30' right-of-way, thence,
- (8) North  $70^{\circ} 03' 24''$  East, 54.68',  
to an iron pipe found at the intersection of said southerly right-of-way and the westerly line of a 66' wide right-of-way deeded to the Consolidated Gas, Electric Light and Power Company on January 20, 1936, from Frank and Anne Maria Parker as recorded among the land records of Anne Arundel County, Maryland in Liber F.A.M. 141 at Folio 563, thence,
- (9) South  $41^{\circ} 49' 34''$  East, 717.50',
- (10) North  $76^{\circ} 07' 34''$  East, 182.48',  
to a corner common with Frank W. Scott as recorded among the land records of Anne Arundel County, Maryland in Liber 2018 at Folio 368, thence running with the southerly line of said deed,
- (11) North  $76^{\circ} 12' 22''$  East, 127.49',
- (12) South  $62^{\circ} 47' 38''$  East, 354.75',
- (13) South  $47^{\circ} 32' 38''$  East, 99.00',
- (14) South  $89^{\circ} 17' 38''$  East, 239.25', and
- (15) South  $75^{\circ} 48' 08''$  East, 21.25',  
to a corner common with that of said Frank W. Scott's property and REICO - Bestgate Associates and recorded among the land records of Anne Arundel County, Maryland in Liber 2791 at Folio 286, thence running with the southwesterly line of said deed,



- (16) South  $21^{\circ} 33' 08''$  East, 101.25',  
(17) South  $63^{\circ} 42' 49''$  East, 189.65',  
(18) South  $75^{\circ} 12' 49''$  East, 264.04',  
(19) South  $64^{\circ} 26' 23''$  East, 198.14', and  
(20) South  $22^{\circ} 47' 57''$  West, 231.00',  
to a corner common with said property and two parcels of  
Anne Arundel County, as recorded among the land records of  
Anne Arundel County, Maryland in Liber 1875 at Folio 202  
and Liber 1911 at Folio 415 respectively thence running  
reversely with the latter,  
(21) South  $47^{\circ} 06' 56''$  West, 581.67',  
to an iron pipe found in the center line of said 66' right-  
of-way to Consolidated Gas, Electric Light and Power  
Company, thence contiguous with said centerline,  
(22) South  $42^{\circ} 40' 46''$  East, 81.74',  
to the northerly right-of-way lane of the above mentioned  
Jennifer Road, thence contiguous with said right-of-way,  
(23) South  $69^{\circ} 21' 08''$  West, 7.29',  
(24) South  $78^{\circ} 18' 50''$  West, 46.02',  
(25) South  $68^{\circ} 55' 39''$  West, 48.54',  
(26) South  $71^{\circ} 31' 36''$  West, 49.13',  
(27) South  $68^{\circ} 51' 00''$  West, 51.55',  
(28) South  $74^{\circ} 35' 15''$  West, 30.73',  
(29) North  $85^{\circ} 42' 14''$  West, 504.56',  
thence with a curve to the left having a radius of 2062.21'  
and an arc of 670.75', subtended by a chord of,  
(30) South  $84^{\circ} 58' 41''$  West, 667.80',  
to a point of tangency thence,  
(31) South  $75^{\circ} 39' 37''$  West, 699.02',  
to the point of beginning.

CONTAINING 51.0300 acres  $\pm$  as now surveyed by Dewberry and  
Davis, Registered Professional Land Surveyors in October, 1984.



Description Parcel 2

Hardesty Annapolis Joint Venture

Page Four

BOOK 524 PAGE 434

SUBJECT to three perpetual storm drainage easements as shown on Anne Arundel County Department of Public Works Plat 14492-X, 14493-X, and 14494-X.

ALSO subject to a 66' right-of-way to Consolidated Gas, Electric Light and Power Company as recorded in Anne Arundel County land records in F.A.M. 141 at Folio 580.

ALSO subject to a 50' right-of-way for ingress and egress reserved in deed, dated November 30, 1953 and recorded in said land records in Liber 799 at Folio 317.

BEING Parcel Two of the property of Hardesty Annapolis Joint Venture from Paape Development Company, Inc. by deed dated September 19, 1967 and recorded among the land records of Anne Arundel County, Maryland in Liber MSH 2110 at Folio 011.



Downtown Annapolis Site

BOOK 524 PAGE 435

B-5

524 PAGE 436

# McCRONE

Job No. 101469750  
February 16, 1988  
Revised: March 21, 1988  
Page One of Two

McCrone, Inc.  
Engineers • Land Planners • Land Surveyors  
20 Ridgely Avenue  
P.O. Box 1789  
REPLY TO: Annapolis, Maryland 21401

**DESCRIPTION OF 2.59 ACRES, MORE OR LESS,  
PART OF THE ANNE ARUNDEL GENERAL HOSPITAL PROPERTY  
ON SOUTH STREET, CATHEDRAL STREET, FRANKLIN STREET, AND SHAW STREET  
ANNAPOLIS, MARYLAND**

**BEGINNING** for the same at a point located on the Northwest side of South Street and at the same beginning point as in Exhibit A of the Deed of Trust dated July 3, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2772 Page 854; said point being further located at the end of the North 38° 31' East 169.8 foot line of the conveyance from Mabel Y. Martin, widow, to the Annapolis Emergency Hospital Association, by deed dated June 24, 1966 and recorded among the said Land Records in Liber 1986 Page 512;

**THENCE** running from the place of beginning so fixed and leaving said South Street and running with the outlines of the Parking Garage Property as shown on a plat recorded among the said Land Records in Liber 3163 Page 383, reversely, **South 73° 46' 56" West 43.07 feet; North 50° 21' 15" West 14.84 feet; South 87° 13' 10" West 6.62 feet and North 46° 11' 40" West 61.60 feet** to a point located approximately 3 feet Southwest of a new addition to the Anne Arundel General Hospital;

**THENCE** running parallel to and approximately 3 feet Southwest of said new addition and still continuing with the outline of said plat recorded in Liber 3163 Page 383, reversely, **North 50° 21' 15" West 151.97 feet;**

**THENCE South 39° 38' 45" West 27.43 feet** to intersect the North 49° West 154.59 foot line of the conveyance from Sara Morehouse LeHardy to Annapolis Emergency Hospital Association Inc., by deed dated January 4, 1977 and recorded among the said Land Records in Liber 2922 Page 786; and also to intersect the South 39° 19' East 141.15 foot line of Parcel One of the conveyance from Genevieve L. Cromwell to Anne Arundel General Hospital, Inc. by deed dated July 29, 1983 and recorded among the said Land Records in Book 3616 Page 878;

**ANNAPOLIS**  
207-8821  
Baltimore 269-0531  
Washington 261-2805

**CENTREVILLE**  
758-2237  
Baltimore 269-8402

**CHESTERTOWN**  
778-3272  
Baltimore 269-5488

**DENTON**  
479-3808

**EASTON**  
822-3322  
Baltimore 269-7676  
Cambridge  
228-1292

**ELKTON**  
398-1550  
Baltimore 575-7290

**LEONARDTOWN**  
475-5622  
Washington 870-2282

**PRINCE FREDERICK**  
535-4510  
Washington 855-1798

Page Two of Two  
February 16, 1988  
Revised: March 16, 1988  
Description of Anne Arundel General Hospital Property

**THENCE** with part of the said North 49° West 154.59 foot line, reversely, and also with part of the said South 39° 19' East 141.15 foot line, reversely, **North 46° 28' 29" West 79.09 feet** to intersect the Southeast side of Franklin Street,

**THENCE** with the Southeast side of Franklin Street and also with the North 24° 55' East 40.4 foot line of the above mentioned conveyance recorded in Liber 2922 Page 786. **North 26° 08' 30" East 40.69 feet** to a point located at the end of the North 46° 11' 40" West 302.61 foot line of the above mentioned Exhibit "A" of the Deed of Trust recorded in Liber 2772 Page 854;

**THENCE** with the outlines of said Exhibit "A" and continuing with the Southeast side of said Franklin Street **North 27° 31' 20" East 125.69 feet, North 30° 12' 30" East 41.68 feet, North 36° 07' 10" East 53.33 feet, and North 39° 13' 50" East 89.26 feet** to intersect the Southwest side of Cathedral Street;

**THENCE** leaving said Franklin Street and running with the said Southwest side of Cathedral Street, **South 50° 03' 40" East 323.99 feet** to intersect the Northwest side of South Street;

**THENCE** leaving said Cathedral Street and running with the said Northwest side of South Street **South 28° 02' 20" West 292.65 feet** to the place of beginning;

**CONTAINING 2.59 acres, more or less**, and as described by McCrone, Inc., Registered Professional Engineers and Land Surveyors in February 1988.

**BEING** all of the above mentioned Exhibit "A" of the Deed of Trust, dated July 3, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2772 Page 854, also being part of the above mentioned conveyance from Mabel Y. Martin, widow, to the Annapolis Emergency Hospital Association, by deed dated June 24, 1966 and recorded in Liber 1986 Page 512, also part of the conveyance from Benjamin Michaelson and wife, to Annapolis Emergency Hospital Association, Incorporated by deed dated May 6, 1964 and recorded in Liber 1752 Page 434, also part of the conveyance from Jean Engelke, widow, to Annapolis Emergency Hospital Association, Incorporated, by deed dated April 28, 1965 and recorded in Liber 1855 Page 164, and also part of the conveyance from Sara Morehouse LeHardy to Annapolis Emergency Hospital Association, Inc. by deed dated January 4, 1977 and recorded in Liber 2922 Page 786.

**MCRONE****FILE COPY**

Engineers • Land Planners • Land Surveyors  
 20 Ridgely Avenue  
 REPLY TO: P.O. Box 1789  
 Annapolis, Maryland 21401

DESCRIPTION OF 2000 SQUARE FEET, MORE OR LESS,  
 THE ANNAPOLIS EMERGENCY HOSPITAL ASSOICATION, INC.  
 PROPERTY  
 CORNER OF CATHEDRAL AND SOUTH STREETS,  
 ANNAPOLIS, MARYLAND

BEING all that property situated in the City of Annapolis, Maryland and as described in a deed from Louis Brown, et al, to Annapolis Emergency Hospital Assocation, Inc. by deed dated August 28, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Book 2360 Page 587, and also being all that property described in a deed from Louis M. Strauss, Trustee, to The Annapolis Emergency Hospital Assocation, Inc. by deed dated March 10, 1969 and recorded among the said Land Records in Liber 2250 Page 46; saving and excepting however all that property described in the deed from The Annapolis Emergency Hospital Association, Inc. to The Mayor and Aldermen of the City of Annapolis by deed dated May 24, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2493 Page 788 and also saving and excepting all that property described in the deed from Anne Arundel General Hospital, Inc. to The Mayor and Aldermen of the City of Annapolis by deed dated Decmeber 10, 1981 and recorded among the said Land Records in Book 3468 Page 328.

CONTAINING 2000 square feet, more or less.

ANNAPOLIS  
 287-4821  
 Balto. 288-0531  
 Washington 281-2805

CENTREVILLE  
 756-2237  
 Balto 288-4402

CHESTERTOWN  
 778-3272  
 Balto 288-5488

DENTON  
 479-3808

EASTON  
 822-3322  
 Balto. 288-7878  
 Cambridge  
 228-1282

ELKTON  
 388-1568  
 Balto 575-7280

LEONARDTOWN  
 475-5622  
 Washington 870-2282

PRINCE FREDERICK  
 535-4510  
 Washington 855-1798

Not to be Recorded  
in the Land Records

BOOK 524 PAGE 439

Not Subject to  
Recordation Tax

MARYLAND UNIFORM COMMERCIAL CODE - SECURED TRANSACTIONS  
TERMINATION STATEMENT

To be recorded in the Financing Records  
of Anne Arundel County, Maryland

[Concerning the 1984 Equipment Loan]

This termination statement refers to the financing statement:

1. Identification References:

Identifying No.: 253839  
Liber: 477  
Page: 523  
Filing Date: September 17, 1984

2. Name and Address of Debtor:

The Anne Arundel General Hospital, Inc.  
Franklin and Cathedral Streets  
Annapolis, Maryland 21401

3. Name and Address of original Secured Party:

Maryland Health and Higher Educational  
Facilities Authority (the "Authority")  
One South Calvert Street, Suite 550  
Baltimore, Maryland 21202

4. Assigned pursuant to a Statement of Assignment recorded on  
March 7, 1986, at Liber 495, Page 481, to the following  
Assignees:

The First National Bank of Maryland, as trustee (the  
"Trustee") under the First Supplemental Indenture of Trust  
dated as of December 1, 1985 (the "Indenture"), by and  
between the Authority and the Trustee.

Address: 25 South Charles Street  
Baltimore, Maryland 21201

RECORD FEE 10.00  
POSTAGE .50  
907-440 077 #03 11/13/84  
08/23/88



10.50

The Dai-Ichi Kangyo Bank, Limited, New York Branch, as agent for the Credit Facility Issuers under the Indenture.

Address: One World Trade Center  
Suite 4911  
New York, New York 10048

The First National Bank of Chicago, as agent for the Line Issuers under the Indenture.

Address: One First National Plaza  
Suite 0091  
Chicago, Illinois 60670

The financing statement between the foregoing Debtor and the Assignees of the Secured Party, bearing the identification references shown above, has terminated and the Assignees of the Secured Party have released all collateral described in such financing statement.

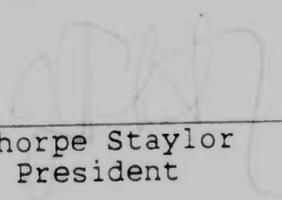
Assignees of Secured Party:

THE FIRST NATIONAL BANK OF  
MARYLAND, as Trustee

THE DAI-ICHI KANGYO BANK, LIMITED,  
NEW YORK BRANCH, as agent for  
the Credit Facility Issuers

THE FIRST NATIONAL BANK OF CHICAGO,  
as agent for the Line Issuers

By: THE FIRST NATIONAL BANK OF  
MARYLAND, as Trustee

By:   
J. Thorpe Staylor  
Vice President

TO THE FILING OFFICER: After this termination statement has been recorded, please mail the same to: Catherine M. Salamone, Legal Assistant, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

*Key State Title Co.  
970 Ritchie Highway, Suite W-9  
Severna Park, MD 21144  
ETA 5/1/88*

Not to be Recorded  
in the Land Records

Not Subject to  
Recordation Tax

MARYLAND UNIFORM COMMERCIAL CODE - SECURED TRANSACTIONS  
TERMINATION STATEMENT

To be recorded in the Financing Records  
of Anne Arundel County, Maryland

[Concerning the 1985 Equipment Loan]

This termination statement refers to the financing statement:

1. Identification References:

Identifying No.: 258891  
Liber: 491  
Page: 102  
Filing Date: October 29, 1985

2. Name and Address of Debtor:

The Anne Arundel General Hospital, Inc.  
Franklin and Cathedral Streets  
Annapolis, Maryland 21401

3. Name and Address of original Secured Party:

Maryland Health and Higher Educational  
Facilities Authority (the "Authority")  
One South Calvert Street, Suite 550  
Baltimore, Maryland 21202

4. Assigned pursuant to a Statement of Assignment recorded on  
March 7, 1986, at Liber 495, Page 482, to the following  
Assignees:

The First National Bank of Maryland, as trustee (the  
"Trustee") under the First Supplemental Indenture of Trust  
dated as of December 1, 1985 (the "Indenture"), by and  
between the Authority and the Trustee.

Address: 25 South Charles Street  
Baltimore, Maryland 21201

RECORDING FEE 10.00  
STAMP .30  
ANNAPOLIS CITY MD 21401  
10/29/85  
BL  
CLERK

1050

The Dai-Ichi Kangyo Bank, Limited, New York Branch, as agent for the Credit Facility Issuers under the Indenture.

Address: One World Trade Center  
Suite 4911  
New York, New York 10048

The First National Bank of Chicago, as agent for the Line Issuers under the Indenture.

Address: One First National Plaza  
Suite 0091  
Chicago, Illinois 60670

The financing statement between the foregoing Debtor and the Assignees of the Secured Party, bearing the identification references shown above, has terminated and the Assignees of the Secured Party have released all collateral described in such financing statement.

Assignees of Secured Party:

THE FIRST NATIONAL BANK OF  
MARYLAND, as Trustee

THE DAI-ICHI KANGYO BANK, LIMITED,  
NEW YORK BRANCH, as agent for  
the Credit Facility Issuers

THE FIRST NATIONAL BANK OF CHICAGO,  
as agent for the Line Issuers

By: THE FIRST NATIONAL BANK OF  
MARYLAND, as Trustee

By: J. Thorpe Staylor  
Vice President

TO THE FILING OFFICER: After this termination statement has been recorded, please mail the same to: Catherine M. Salamone, Legal Assistant, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

*Ray State Title Co.  
970 Ritchie Highway Suite 401  
Severna Park, MD 21746  
EG 39910*

-2-

Not to be Recorded  
in the Land Records

BOOK 524 PAGE 443

Not Subject to  
Recordation Tax

MARYLAND UNIFORM COMMERCIAL CODE - SECURED TRANSACTIONS  
TERMINATION STATEMENT

To be recorded in the Financing Records  
of Anne Arundel County, Maryland

[Concerning the 1985 Equipment Loan]

This termination statement refers to the financing statement:

1. Identification References:

Identifying No.: 259893  
Liber: 493  
Page: 358  
Filing Date: January 8, 1986

2. Name and Address of Debtor:

The Anne Arundel General Hospital, Inc.  
Franklin and Cathedral Streets  
Annapolis, Maryland 21401

3. Name and Address of original Secured Party:

Maryland Health and Higher Educational  
Facilities Authority (the "Authority")  
One South Calvert Street, Suite 550  
Baltimore, Maryland 21202

4. Assigned pursuant to a Statement of Assignment recorded on  
March 24, 1986, at Liber 496, Page 144, to the following  
Assignees:

The First National Bank of Maryland, as trustee (the  
"Trustee") under the First Supplemental Indenture of Trust  
dated as of December 1, 1985 (the "Indenture"), by and  
between the Authority and the Trustee.

Address: 25 South Charles Street  
Baltimore, Maryland 21201

RECORD FEE 2.00  
FILING FEE 4.00  
JUSTICE .50  
TOTAL FEE 6.50  
JAN 11 1986  
10/23/85



1050

The Dai-Ichi Kangyo Bank, Limited, New York Branch, as agent for the Credit Facility Issuers under the Indenture.

Address: One World Trade Center  
Suite 4911  
New York, New York 10048

The First National Bank of Chicago, as agent for the Line Issuers under the Indenture.

Address: One First National Plaza  
Suite 0091  
Chicago, Illinois 60670

The financing statement between the foregoing Debtor and the Assignees of the Secured Party, bearing the identification references shown above, has terminated and the Assignees of the Secured Party have released all collateral described in such financing statement.

Assignees of Secured Party:

THE FIRST NATIONAL BANK OF  
MARYLAND, as Trustee

THE DAI-ICHI KANGYO BANK, LIMITED,  
NEW YORK BRANCH, as agent for  
the Credit Facility Issuers

THE FIRST NATIONAL BANK OF CHICAGO,  
as agent for the Line Issuers

By: THE FIRST NATIONAL BANK OF  
MARYLAND, as Trustee

By: J. Thorpe Staylor  
Vice President

TO THE FILING OFFICER: After this termination statement has been recorded, please mail the same to: Catherine M. Salamone, Legal Assistant, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

*Key State Title Co.  
770 Ritchie Highway, Suite 417  
Severna Park, MD 21146  
EK-39110*

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 342\*

Page No. Folio No. 523\*

Identification No. 196356

Dated July 3, 1975

1. Debtor(s) The Annapolis Emergency Hospital Association, Inc.  
Name or Names—Print or Type  
Franklin & Cathedral St., Annapolis  
Address—Street No., City - County State Zip Code  
Anne Arundel County, Maryland 21401

2. Secured Party The Western and Southern Life Insurance Company  
Name or Names—Print or Type  
400 Broadway Cincinnati Ohio 45202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) July 1, 2000

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Note: The Debtor changed its name by Articles of Amendment filed with State Department of Assessments and Taxation on April 25, 1978 to The Anne Arundel General Hospital, Inc.

\*Continuation Statement filed at Liber 484, Folio No. 276

Dated: March 23, 1988

THE WESTERN AND SOUTHERN  
LIFE INSURANCE COMPANY  
Name of Secured Party

By: [Signature]  
Signature of Secured Party

Wendall Sullivan, Vice President  
Type or Print (Include Title if Company)

By: [Signature]

W. F. Ledwin, Vice President

Loan Form T-1

Aff. Recording Station for  
Bay State Title Co.  
770 Ritchie Highway Suite 4419  
Severna Park, MD 21146  
EFA 39440

10 50

NES

BOOK 524 PAGE 446

Not to be recorded  
in Land Records

272230

Not subject to  
Recordation Tax

FINANCING STATEMENT

1. Debtor:

The Anne Arundel Hospital, Inc. (the "Institution")

Address:

Franklin and Cathedral Streets  
Annapolis, Maryland 21401

2. Secured Party:

Maryland Health and Higher Educational  
Facilities Authority (the "Authority")

Address:

Suite 550  
One South Calvert Street  
Baltimore, Maryland 21202

RECORDED  
INDEXED  
MAY 23 1988

3. This Financing Statement covers all of the Institution's Receipts (hereinafter defined). The Institution has granted to the Authority a first lien and claim on and a security interest in the Receipts pursuant to the Master Loan Agreement dated as of February 25, 1988, by and between the Authority and the Institution (the "Loan Agreement"), in order to secure payment of the principal of, and redemption premiums, if any, and interest on the Authority's Revenue Bonds, Anne Arundel General Hospital Issue, Series 1988, issued pursuant to the Anne Arundel General Hospital Bond Resolution adopted by the Authority and effective on February 25, 1988 (the "Resolution"), the note dated July 3, 1975 issued by the Institution in the original principal amount of \$2,500,000, any other Parity Debt and Subordinate Obligations (each as defined in the Resolution) issued from time to time in accordance with the Resolution.

"Receipts," as defined in the Loan Agreement, consist of all receipts, revenues, rentals, income, insurance proceeds and other moneys received by or on behalf of any Obligated

Group Member (as defined in the Loan Agreement), including (without limitation) revenues derived from (i) the ownership, operation or leasing of any Group Facilities (as defined in the Loan Agreement) and all rights to receive the same, whether in the form of accounts receivable, contract rights, general intangibles or other rights, and the proceeds of such rights, whether now existing or hereafter coming into existence or whether now owned or held or hereafter acquired, and (ii) gifts, grants, bequests, donations and contributions heretofore or hereafter made that are legally available to meet any of the obligations of any Obligated Group Member incurred in the financing, operation, maintenance or repair of any of the Group Facilities.

[The filing of this Financing Statement shall not constitute a waiver by the Authority of the provisions of Section 14 of Article 43C of the Annotated Code of Maryland (1986 Replacement Volume and 1987 Supplement) and the provisions of such Section shall continue to be fully operative hereunder.]

4. Proceeds of collateral are covered hereunder.

Debtor:

The Anne Arundel General Hospital, Inc.

By: Carl A. Brunetto  
Carl A. Brunetto  
Administrator

To the Filing Officer: After this statement has been recorded, please mail the same to: Catherine M. Salamone, Legal Assistant, Piper & Marbury, at 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

*Bay State Title Co  
770 Ritchie Highway Suite 1419  
Severna Park, MD 21156*

AA Co 12 50

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 524 PAGE 448

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 264887 recorded in Liber 505, Folio 406 on Decemeber 2, 1986 (date)

1. DEBTOR(S):

Name(s) James A. Lowry T/A Forest Drive Exxon

Address(es) 1321 Forest Drive

Annapolis, Maryland 21403

2. SECURED PARTY:

Name Equitable Bank, National Association

Address 100 S. Charles St.

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby (Check only one Box)

- 3. [ ] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [ ] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [ ] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [ ] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required)
7. [ x ] RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Release the following on the attached Schedule A

9. DEBTOR:

Blank lines for debtor information.

SECURED PARTY:

EQUITABLE BANK, National Association

By Barbara A. Wykowski
Barbara Wykowski
Corporate Banking Officer

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

SCHEDULE A

BOOK 524 PAGE 449

This Schedule A is attached to and made a part of a Statement of Release by and between James A. Lowry T/A Forest Drive Exxon (the Debtor) and Equitable Bank, National Association (the "Bank") dated March 14, 1988.

Section 8 continued.

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

EQUITABLE BANK N.A.  
LOAN DOCUMENTATION CENTER  
1005 CHARLES ST 3RD FL  
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 450  
Identifying File No. 878200

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 2/12/88 02-12-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. #85422

1. DEBTOR

Name Louis C. Cusimano LOUIS CUSIMANO

Address 3387 Patuxent River Rd, Davidsonville Md 21035  
3387 PATUXENT RIVER RD DAVIDSONVILLE, MD 21035

2. SECURED PARTY

Name AVCO Financial Services AVCO FINANCIAL SERVICES

Address PO BOX 997

GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 2/17/91 02-19-91

4. This financing statement covers the following types (or items) of property: (list)

NEC 46" Projection Television

NEC 46" PROJECTION TV

Name and address of Assignee	
RECORD FEE	22.00
POSTAGE	.45
RECORDED 02-12-88	10:03/88
POSTAGE	.45
RECORDED 02-12-88	10:03/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Louis C. Cusimano  
(Signature of Debtor) LOUIS CUSIMANO

Louis C. Cusimano  
Type or Print Above Name on Above Line

Carol A. Cusimano  
(Signature of Debtor) CAROL CUSIMANO

Carol A. Cusimano  
Type or Print Above Signature on Above Line

Monica D. Carter  
(Signature of Secured Party) MONICA CARTER C

Type or Print Above Signature on Above Line

SR

1750

NOT TO BE RECORDED  
IN LAND RECORDS

NOT SUBJECT TO  
RECORDATION TAX

BOOK 524 PAGE 451

TFR292  
3/1/88

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS OF DEBTOR: Board of Trustees of the State Universities and Colleges (the "Board")  
Jeffrey Building  
16 Francis Street  
Annapolis, Maryland 21401
2. NAME AND ADDRESS OF SECURED PARTY: Equitable Bank, National Association, as Trustee (the "Trustee") under a Trust Agreement dated as of December 1, 1985 between the Board and the Trustee as amended through the date hereof (the "Trust Agreement") for the benefit of the holders from time to time of the Board's Consolidated Auxiliary Facilities Revenue Bonds, 1988 Series A
3. This Financing Statement covers the following types (or items) of property:

(a) All right, title and interest of Debtor in and to all proceeds of the sale of \$20,845,000 aggregate principal amount of Debtor's Board of Trustees of the State Universities and Colleges (Maryland), Consolidated Auxiliary Facilities Revenue Bonds, 1988 Series A (the "Bonds"), subject in all respects to the provisions of the Trust Agreement and the Series Agreement dated as of March 1, 1988 (the "Series Agreement") between the Debtor and Secured Party with respect to such Bonds.

1150

11.00  
.50  
6-13970-0345 RUS 710421  
03/23/88  
AA

(b) All right, title and interest of the Debtor in all revenues pledged by the Debtor under the Trust Agreement and the Series Agreement, which include Auxiliary Facilities Fees and Excess Previously Pledged Revenues (as defined in the Trust Agreement).

(c) All moneys and securities and all other rights of every kind and nature from time to time hereafter by delivery or by writing of any kind pledged, assigned or transferred as and for additional security hereunder to the Trustee by Debtor or anyone on its behalf, or with its approval, and to hold and apply the same, subject to the terms hereof and the terms of any Series Agreement pursuant to which any such property is delivered to the Trustee.

THE FILING OF THIS FINANCING STATEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THE PROVISIONS OF SECTION 12E OF SECTION 12 OF CHAPTER 22 OF THE LAWS OF MARYLAND OF 1978, AS AMENDED, AND THE PROVISIONS OF SUCH SECTION SHALL CONTINUE TO BE FULLY OPERATIVE HEREUNDER.

4. Proceeds of collateral are covered hereunder.

DEBTOR:

BOARD OF TRUSTEES OF THE  
STATE UNIVERSITIES AND  
COLLEGES

SECURED PARTY:

EQUITABLE BANK, NATIONAL  
ASSOCIATION, AS TRUSTEE

By: Wendell M. Holloway  
Authorized Board Officer

By: Robert C. Lee

MR. CLERK:

Return to:

Timmy F. Ruppertsberger, Esquire  
Semmes, Bowen & Semmes  
250 West Pratt Street  
Baltimore, Maryland 21201

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Animal Farm Partnership  
Address 9385 A Gerwig Lane, Columbia MD 21046

2. SECURED PARTY

Name John Deere Company  
Address P.O. Box 65090  
West Des Moines, Iowa, 50256-0090  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- New J. D. 2355 Utility Tractor, MFWD, w/cab  
S/N L02355F627639
- New J. D. 245 Front Loader  
S/N M00245X015312
- New J.D. 606 Rotary cutter
- Used tow Behind spreader
- New stihl 034 chain saw

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Animal Farm Partnership  
(Signature of Debtor)

Animal Farm Partnership  
Type or Print Above Name on Above Line  
Johannes Willenpart  
(Signature of Debtor)

Johannes Willenpart  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)  
John Deere Company  
Type or Print Above Signature on Above Line

1250

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Raymond E. Peters  
Address 865 Bridleway, Davidsonville, MD 21035

2. SECURED PARTY

Name Outdoor Power  
Address 1915 Lincoln Drive  
Annapolis MD 21401  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- New J.D. 318 Lawn & Garden Tractor  
S/N M00315X 494458
- New J.D. 50" midmower  
S/N M01013X568812
- Broadcast spreader

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Raymond E. Peters  
(Signature of Debtor)

Raymond E. Peters  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)

Outdoor Power  
Type or Print Above Signature on Above Line

1150

271279

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 522 Page No. 69  
Identification No. 271279 Dated 1/12/88

1. Debtor(s) { Belvedere Seafood, Inc.  
Name or Names - Print or Type  
7901 Oceano Avenue, Jessup, Maryland 20794  
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
Name or Names - Print or Type  
40 W. Chesapeake Ave, Suite 308, Baltimore, MD 21204  
Address - Street No. City - County State Zip Code  
Attn: Lloyd Harrison

3. Maturity Date (if any) \_\_\_\_\_

4. The above referenced Financing Statement is amended as follows (attach separate list if necessary)

Products of the collateral are also specifically covered.

RECORDED FEE 20.00  
POSTAGE .50  
MAY 20 1988  
10-23-88

94

DEBTOR  
Belvedere Seafood, Inc.  
Charles D. Plitt, Jr.  
(Signature)  
Charles D. Plitt, Jr. President

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
\_\_\_\_\_  
(Signature of Loan Officer)  
\_\_\_\_\_  
(Print Name and Title)  
\_\_\_\_\_  
(Address)

1050

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

Identifying File No. 524 PAGE 456

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anchor Capital Group, Inc.  
 Address 133 Defense Hwy., #206, Annapolis, MD 21401

2. SECURED PARTY

Name Divesified Leasing, Inc.  
 Address 133 Defense Hwy., #207  
Annapolis, MD 21401  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All furniture, fixtures and equipment now owned or hereafter acquired.

Name and address of Assignee	
REGISTRATION FEE	17.00
POSTAGE	.30

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

EQUIPMENT IS LEASED.  
 NOT SUBJECT TO RECORDATION TAX.

- (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

[Signature]  
 (Signature of Debtor)

[Signature]  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

ALL

MARYLAND FINANCING STATEMENT

BOOK 524 PAGE 457

(xx) Not Subject to Recordation Tax (C/S/C)

270105

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Homestead Mortgage, Inc.
(Name or Names)
8028 Ritchie Hwy. Suite 207, Pasadena, MD 21122
(Address)
LESSEE CFSL 2519
(Name or Names)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
Of LESSOR (Name or Names) Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Ricoh FAX20 facsimile s/n R2980100484

RECORD FEE 10.00
POSTAGE .50
SEARCHED INDEXED SERIALIZED FILED
MAR 25 1989

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE LESSOR
Homestead Mortgage, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Natalie Kuhn (Title) President Brian G. Connelly (Title) Manager
(Type or print name of person signing) (Type or print name of person signing)
By: Return to:
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

**FINANCING STATEMENT**

GD RT12106

**Inter Coastal SE, Inc.**

Name or Names - Print or Type

1. LESSEE(S)

**2246 Bay Ridge Avenue, Annapolis, MD 21403**

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company  
600 Reisterstown Road  
P.O. Box 21472

Baltimore Maryland 21208

3. This Financing Statement covers the following types of property (Describe) (Attach separate list if necessary)

**1-Sharp Facsimile FO210** *Inv # 7015839X*

Assigned to Sovran Bank, Baltimore, Maryland

RECORD FEE 11.00  
POSTAGE .20  
APPROVAL CODES 03 121431  
08/28/88  
PH

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

GD

LESSEE(S): **Inter Coastal SE, Inc.**

LESSOR: L-J Leasing Company

By: *Georges DHERZIN*

By: *Louise E. Neutze*

Signature of Lessee

Signature of Lessor

Georges Dherzin Pres.

Louise E. Neutze, Mgr

Type or Print

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To

L-J Leasing Company  
P.O. Box 21472  
600 Reisterstown Road

115

524 PAGE 459

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 3-17-77 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dart Pallet Repair Inc.  
Address 1049 Dumbarton Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name TransFinancial Leasing Corp.  
Address The Steffey Building, Suite 200B  
407 Crain Highway, Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Dart Pallet Repair Inc.

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line  
Pro S

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.  
\_\_\_\_\_  
(Signature of Secured Party)

Bruce J. Winter, V. P.  
Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

1750

SEARCH FEE 10.00  
INDEX FEE .50  
NOTARIAL FEE 10.00  
TOTAL FEE 20.50

141

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
One (1)	Roger (tm) SUPER UN-NAILER Model 52 s/n 52-0024- 8852 w/5hp motor and starter, pneumatic filters and gauges w/three (3) pairs of 8" knives installed - 230 volt, 3-phase
Three (3)	right guided knife shaft plates
Three (3)	left guided knife shaft plates
One (1)	Spare set knives

All machinery, equipment, accounts receivable, and inventories now owned or hereafter acquired, including proceeds and products thereof.

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: VP.

Dart Pallet Repair Inc.

BY: [Signature]

TITLE: VP

DART PALLET REPAIR INC.

Sch. 02

## EQUIPMENT LIST

QUANTITYDESCRIPTION

- (2) 1978 MACK F700 Trucks F785T21611 and F785T21588
- (1) National 556A Diesel Crane 100' of boom (VIN) W90KUC39271 #13151955
- (1) '77 GMC 16' Van/Dump Body Diesel (VIN) TCE677V573456 #11784301
- (1) '74 Dodge Van Long Body (VIN) B38BE4x105422 #4694907
- (1) '80 Chevy Pickup/Dump Body 3/4 ton (VIN) CKT24A1128004 #83995810
- (1) '77 VW Rabbit 4/door Diesel (VIN) 1773429115 #118066735
- (1) '86 Brush Bandit Chipper w/diesel engine (679) s/n 44167255
- (1) '76 Asplund Brush Chipper (F300)
- (1) 2460 Vermeer Stump Grinder (329a)
- (1) 630a Vermeer Stump Grinder (2655)
- (1) LS200 Vermeer Long Splitter (1401)
- (1) 064 Stihl Chain Saw w/25" bar
- (3) 051 Stihl Chain Saws w/24" bars
- (4) 44 Husqueverna Chain Saws w/14" bars
- (5) XL Polan Chain Saws w/14" bars
- (1) Gravely Tractor (16HP) (L783406818)
- (1) Otis Fork Truck 2000 lbs (L1887889-87514)
- (1) 4000 lbs Tow Motor - T40 model
- (1) 33' Tri/Axle Flatbed Trailer (VIN) AC125792MD #8050671
- All machinery, equipment, accounts receivable, and inventories now owned or hereafter acquired, including proceeds and products thereof.

TransFinancial Leasing Corp.

BY: [Signature]TITLE: V.P.

Dart Pallet Repair Inc.

BY: [Signature]TITLE: Pres

DART PALLET REPAIR INC.

Sch. 03

EQUIPMENT LIST

- One (1) Industril Air compressor 5 hp C523E80H s/n 320-0005 3 phase
- One (1) 1974 Fruehauf trailer 293858 van
- One (1) 1974 Strick trailer 291633 van
- Hatachi nails/staples
- One (1) 16' DeWalt state saw used s/n 28628
- One (1) Trailer w/ PM 50 HOG 671 diesel/ belt drive diesel chip fan & mounting/belt drive belt feed conveyor 36" w/10' long hyd drive
- (1) 15' conveyor belt type
- (1) 30' CONVEYOR CHAIN TYPE
- Miscellaneour climbing gear and lines
- Miscellaneous power tools
- (2) 40' containers for storage
- (1) 5hp compressor 60 gals

all machinery, equipment, accounts receivable, and inventories now owned or hereafter acquired, including proceeds and products thereof.

TransFinancial Leasing Corp

Dart Pallet Repair Inc.

BY: [Signature]

BY: [Signature]

TITLE: V.P.

TITLE: Pres

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

*Not subject to  
Recordation  
Tax.*

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bernard A. Doepkins, Jr. *Doepkins, Bernard A. Jr.*  
Address 3800 Hardesty Road, Harwood, Maryland 20776

2. SECURED PARTY

Name South End Garage, Inc.  
Address Rt. 5 P.O. Box 160, Hughesville, Maryland 20637

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) *None*

4. This financing statement covers the following types (or items) of property: (list)

- 1. New--M.F. 1020 Tractor.  
SN--02084.
- 2. New--Pittsburgh Mower.  
SN--1003570.

Name and address of Assignee  
Agricredit Acceptance Corporation  
P.O. Box 10357  
Des Moines, Iowa 50306-0357

*40-19005-8803336*  
*Anne Arundel County*  
CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Bernard A. Doepkins Jr.*  
(Signature of Debtor)

Bernard A. Doepkins Jr.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*William A. Bridgett*  
(Signature of Secured Party)  
William A. Bridgett  
South End Garage, Inc.  
Type or Print Above Signature on Above Line

*11-20*

670200

### FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Service Warehouse and Distribution Co Inc.  
 (Name or Names)  
7850 Cecana Ave. Bldg #3 Jessup Maryland 20794  
 (Debtor's Address—Street No., City, County, State)

SECURED PARTY **THE CARROLLTON BANK OF BALTIMORE**  
 TWO CHARLES PLAZA CHARLES AND SARATOGA STREETS  
 BALTIMORE, MARYLAND 21203

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Kissan	3102	025672			1987
Hyster	40	104929H			1987

2. If above described personal property is to be affixed to real property, describe real property:

RECORD FEE 15.00  
 RECORD TAX 224.00  
 POSTAGE .50  
 COUNTY CLERK'S FEE 111.00  
 02/25/88  
 PHH

3. This transaction (is) (is not) exempt from the Recordation Tax. Consideration \$ 32,000.00

Dated this February 25 day of 88 Service Warehouse & Distribution Co Inc.

Witness:  
[Signature]  
 Earl M. Davis

[Signature] Debtor  
 Signs  
[Signature] Debtor  
 Signs  
 Thomas Healy, Individually  
[Signature] Debtor  
 Signs  
 Nancy Healy, Individually

Attest:  
[Signature]  
 Mary. C. Turner

THE CARROLLTON BANK OF BALTIMORE

By: [Signature] Earl M. Davis, Asst. Vice President

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Md. 21203

135  
 284 -  
 - 50

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated March 18, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cost Plus, Inc.  
Address 9-E Central Avenue, Glen Burnie, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie  
Address 101 Crain Highway, SE, Glen Burnie, MD 21061

CHARLES W. AYRES, JR., P.O. BOX 670, GLEN BURNIE, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of the Debtors' general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtors' accounts or accounts receivable.

RECORD FEE 12.00  
POSTAGE .50  
FURNISHED BY THE STATE  
MAY 23 1988

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

COST PLUS, INC.

By: Donald N. Mason  
(Signature of Debtor)

Donald N. Mason, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

By: Stephen G. Boyd  
(Signature of Secured Party)

Stephen G. Boyd, Senior Vice Pres.

Type or Print Above Signature on Above Line

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

270111

UCC-1

BOOK 524 PAGE 466

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Jim's Air Tools & Equipment of Baltimore, Inc.  
(Name or Names)  
823 Fairview Avenue, Baltimore, MD 21090  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8767 Satyr Hill Road, Baltimore, MD 21234  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: Perpetual Savings Bank, F.S.B.  
(Name or Names)  
250 W. Pratt St., Suite 950, Baltimore, MD 21201  
(Address)

4. This Financing Statement covers the following types (or items) of property:
- 2 - Lindsey Model 80HR Air Compressors, S/N's 31299 & 31305
  - 1 - Digit Model 115U Backhoe/Trencher, S/N 87038
  - 1 - Ratcliff Tank & Iron 36 Ton Hopper, S/N 73087
  - 2 - Rustgo All Terraine Mobile Platforms, Model 195, S/N's 8810111 & 8810113
  - 1 - Rustgo All Terraine Mobile Platform, Model 139, S/N 8710261, with  
4 Intermediate Boards
  - 4 - Sky Climber Mobile Lifts, S/N's 941377, 941381, 941385, 941387

RECORD FEE 12.00  
POSTAGE .50  
MAY 1988  
AA

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Jim's Air Tools & Equipment of  
Baltimore, Inc.  
By: James W. Goode  
James W. Goode, President  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corp.  
By: Robert E. Polack  
Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: Secured Party

File No. \_\_\_\_\_

**MARYLAND FINANCING STATEMENT**  
(all information must be typewritten or printed in ink)

- 1. (Not to Be) ~~RECORDED~~ Recorded in the Land Records  
(strike inapplicable words)
- 2.  Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal Amount is \$.....

<p>3. Name and address of debtor(s) Schuman's Auto Body 8213 Cloverleaf Drive Millersville, MD 21108</p>	<p>4. Name and address of secured party Leasing Corporation of America P.O. Box 152 Stevenson, MD 21153-0152</p>
--	--

5. Name of assignee of secured party: Perpetual Savings Bank, F.S.B.  
Address: 250 W. Pratt Street  
Suite 950  
Baltimore, MD 21201

RECORD FEE 11.00  
POSTAGE .50  
RECORDED ON 11/13/82  
11/20/82  
PH

6. This financing statement covers the following types (or items) of property:  
1 - Bink's Spray Paint Booth S/N #30420-530-388

CHECK  AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered.

Debtor(s) Schuman's Auto Body Secured Party Leasing Corporation of America  
By William C Schuman Sr Title owner By J. Waranch  
William C Schuman Sr JONATHAN S. WARANCH  
(On above line, type or print name(s) of person(s) signing) (On above line, type or print name of person signing)

11/90

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268357

RECORDED IN LIBER 514 FOLIO 611 ON June 30, 1987 (DATE)

1. DEBTOR

Name Mark R. Vogel/ Fishing Creek Farms Associates, Inc.

Address 600 New Hampshire Aven. N.W. Washington, D.C. 20037

2. SECURED PARTY

Name Second National Federal Savings Bank

Address Rt. 50 and Phillip Morris Drive Salisbury, MD 21801

Attention: Diane Werner

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

REGISTRATION FEE 10.00  
 POSTAGE .30  
 BL CLERK  
 05/25/88

Dated March 16, 1988

Joy J. Custis  
(Signature of Secured Party)

Joy J. Custis  
Type or Print Above Name on Above Line

1050

Second National Federal Savings Bank,  
organized and existing under the laws  
of the United States of America, formerly  
Second National Building and Loan, Inc.

270113

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 11,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Ruben Reider, MD, P.A.  
 \_\_\_\_\_  
 (Name)  
7445 A Furnace Branch Road  
 \_\_\_\_\_  
 (Address)  
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn Linda Groves  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See attached schedule "A"

RECORD FEE 21.00  
 RECORD TAX 47.00  
 POSTAGE .50  
 RECORDED BY 714135  
 AM 03/03/88

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk. Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Ruben Reider, President  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

11  
77 50

Schedule "A"

BOOK 524 PAGE 470

The Two-Channel Complete Diclosure Holter System:

Serial #  
1-Central Control Module  
1-Chart REcorder Module  
1-Ambulatory Monitor  
1-Conuctance Meter

Remote Control Module  
Serial#

FINANCING STATEMENT

File No. 270111

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code, RETURN TO SECURED PARTY.

<p>1. DEBTOR(S) and Address(es)          Hi-Tech, Incorporated          2411 Crofton Lane, Suite 1A,          Crofton, Md. 21114</p>	<p>2 SECURED PARTY and Address           SIGNET BANK MARYLAND          P.O. Box 17063          Baltimore, Maryland 21202          Attn: Renée Vick</p>
--	--

3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

C. Other: *make mod. 2451-700-600 dual weight page w/n 22775, 500 psi - 30,000 psi charge*

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is \$ 5,000.00

DEBTOR	SECURED PARTY	RECORD FEE	11.00
<u>Hi-Tech, Incorporated</u>	By <u>[Signature]</u>	RECORD TAX	25.00
(Type Name)		POSTAGE	.50
By: <u>[Signature]</u>	<u>Ross L. Brown, A.V.P.</u>		
Brian E Fitzpatrick, Pres.	(Type or print name and title)		03/03/88
(Type or print name and title)	<u>March 11, 1988</u>		AH
	(Date signed by Debtor)		

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

*11  
35.50*

FINANCING STATEMENT

For Filing Officer Use	
File No. ....	.....
Date & .....	.....
Hour .....	.....

Check below if goods are or are to become fixtures.

TO BE RECORDED IN CHATTEL ~~XXXX~~ RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PAR FIVE PROPERTIES, a Maryland General Partnership	2128	Epsy Court,	Crofton,	Maryland
PAR SIX PROPERTIES, a Maryland General Partnership	2128	Epsy Court,	Crofton,	Maryland

Name of Secured Party or assignee	No.	Street	City	State
DOMINION BANK OF MARYLAND, National Association	7220	Wisconsin Ave.,	Bethesda,	MD. 20814

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby incorporated by reference

SEE EXHIBIT "A" attached hereto and hereby incorporated by reference  
AA

KATZ, FROME, SLAN & BLEEKNER, P.A.  
ATTORNEYS AT LAW  
10605 CONCORD STREET  
KENSINGTON, MD 20895

RETURN TO

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

PAR FIVE PROPERTIES, a Maryland General Partnership

and

PAR SIX PROPERTIES, a Maryland General Partnership

By: Russell W. Brown (SEAL)  
RUSSELL W. BROWN, General Partner

By: Timothy H. Moore (SEAL)  
TIMOTHY H. MOORE, General Partner

By: Owen K. White (SEAL)  
OWEN K. WHITE, General Partner

By: Carl R. Varblow (SEAL)  
CARL R. VARBLOW, General Partner

By: Gary E. Collinson (SEAL)  
GARY E. COLLINSON, General Partner

By: Kevin Trumpower (SEAL)  
KEVIN TRUMPOWER, General Partner

By: Homer Trumpower (SEAL)  
HOMER TRUMPOWER, General Partner

BOTH  
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN  
BY REFERENCE.

EXHIBIT "B"  
PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

## EXHIBIT A - LEGAL DESCRIPTION

6.08 Acres, More or Less, Ellen Andrew Property  
Gambrills, Anne Arundel County, Maryland

BEGINNING For the same at a concrete monument here found which marks the end of the North 36 degrees 23 minutes 10 seconds East, 640.64 foot line described in that conveyance from The Farmers National Bank of Annapolis to Louise D. Benshaw, widow, and Mary V. Sinclair, her daughter, by deed dated June 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 843, folio 389. Thence from the point of beginning so fixed and binding on part of the 7th or South 43 degrees 50 minutes 40 seconds East, 922.14 foot line of the aforementioned conveyance to Benshaw, South 43 degrees 50 minutes 40 seconds East, 450.26 feet to intersect the Northwest right-of-way line of the Southbound Lane of the Dualization of U.S. Route 301, (Crain Highway) as shown on the State Roads Commission Plat No. 16280; thence binding on the Northwest right-of-way, South 40 degrees 52 minutes 45 seconds West, 118.97 feet to a point of tangency; said tangent being 48 feet Northwesterly from the baseline of right-of-way, station P.T. 393 plus 44.27; thence still binding on said right-of-way with a regular curve to the right, having a radius of 17,140.80 feet, a length of 429.96 feet and a chord South 41 degrees 35 minutes 52 seconds West, 429.95 feet to intersect the 4th or South 89 degrees 06 minutes 10 seconds West, 274.55 foot line described in the aforementioned conveyance to Benshaw; thence binding on part of said line, South 89 degrees 06 minutes 10 seconds West, 132.36 feet to a pipe found at the end thereof; thence binding on the 5th or North 41 degrees 24 minutes 50 seconds West, 296.76 foot line of the aforementioned conveyance to Benshaw, North 41 degrees 24 minutes 50 seconds West, 296.76 feet to the end thereof; thence binding on the 6th line of said conveyance, North 36 degrees 23 minutes 10 seconds East, 640.64 feet to the point of beginning. Containing 6.08 acres of land, more or less.

1.96 Acres, More or Less, Ellen Andrew Property  
Gambrills, Anne Arundel County, Maryland

BEGINNING For the same at the intersection formed by the South 86 degrees 39 minutes 20 seconds West, 215.56 foot line described in that conveyance from The Farmers National Bank of Annapolis to Louise D. Benshaw, widow, and Mary V. Sinclair, her daughter, by Deed dated June 13th, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 843, folio 389, with the Southeast right-of-way line of the Southbound Lane of the Dualization of U. S. Route 301 (Crain Highway) as shown on State Roads Commission Plat No. 16280; said point being located North 86 degrees 39 minutes 20 seconds East, 8.66 feet measured reversely along said 215.56 foot line from the end thereof; said point being also located 62 feet Southeasterly from Station 390 plus 16.27 of the Base line of right-of-way, as shown on State Roads Commission Plat No. 16280. Thence from the point of beginning so fixed and binding on the Southeast right-of-way line of the Southbound Lane as shown on the aforementioned plat, along a regular curve to the left, having a radius of 17,250.80 feet, a chord North 41 degrees 25 minutes 33 seconds East, 329.18 feet, a distance of 329.18 feet to a point of tangency; said point being located 62 feet Southeasterly from Station P.T. 393 plus 44.27 of the Base Line of right-of-way; thence still binding on said right-of-way line, North 40 degrees 52 minutes 45 seconds East, 5.73 feet; thence leaving said right-of-way line and binding on the Southerly and Southwestly right-of-way line, as shown on State Roads Commission Plat No. 20445, North 86 degrees 37 minutes 10 seconds East 70.18 feet; thence South 48 degrees 05 minutes 30 seconds East, 221.00 feet; thence with the Westernmost right-of-way line, as shown on said State Roads Commission Plat No. 20445, South 3 degrees 45 minutes 30 seconds East 75.38 feet to a point on the Northwesternmost right-of-way line of the Northbound Lane of the Dualization of U. S. Route 301 (Crain Highway); said point being located 33.28 feet Northwesterly from Station 393 plus 95.00 of the Base Line of right-of-way as shown on State Roads Commission Plat No. 16279; thence with said right-of-way line, with a regular curve to the right, having a radius of 4871.07 feet, a distance of 202.10 feet and a chord South 45 degrees 23 minutes 30 seconds West, 202.09 feet to a point on the South 51 degrees 20 minutes East, 182.63 foot line of that conveyance from Wilbur T. Stevenson and Mabel E. Stevenson, his wife, to Alfred Benshaw and Louise Benshaw, his wife, by Deed dated March 11th, 1940 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 216, folio 5; said point being also located 34.80 feet Northwesterly from Station 391 plus 91.91 of the Base Line of right-of-way as shown on S.R.C. No. 16279; thence binding on part of said line, reversely, corrected for magnetic declination, North 42 degrees 18 minutes 30 seconds West, 164.34 feet to a point at the end thereof; said point also being at the end of the North 89 degrees 38 minutes 00 seconds West 130.67 foot line of that conveyance from The Farmers National Bank of Annapolis to Louise D. Benshaw, widow, and Mary V. Sinclair, her daughter, by Deed dated June 13, 1954 and recorded as aforesaid in Liber JHH No. 843, folio 389; thence binding on part of the 3rd line of the last mentioned conveyance to Benshaw, South 86 degrees 39 minutes 20 seconds West, 206.90 feet to the point of beginning. Containing 1.96 acres of land, more or less.





FINANCING STATEMENT

2702 17

- 1.  To Be Recorded in the Land Records
- 2.  To Be Recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_

Charles E. POsey & Company, P.A.  
7231 Ritchie Hwy. North, Suite D2  
Glen Burnie, Md. 21061

RECORDING FEE 17.00  
NOTARIAL FEE .50  
RECORDING LITTY FEE 125.00  
MAY 23 1988

6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_  
Provident Bank of Maryland PO Box 1661  
Attention: Dennis Krugman, HQCM Balt. Md. 21203-1661  
Type name & title

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A Inventory. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E All Equipment and Fixtures. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) \_\_\_\_\_

Debtor(s): \_\_\_\_\_ Charles E. Posey & Company, P.A. \_\_\_\_\_

\_\_\_\_\_(Seal) By [Signature] \_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal) CHARLES E. POSEY PRES. \_\_\_\_\_  
Type name and title

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL, RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251901  
RECORDED IN LIBER 473 FOLIO 113 ON May 1, 1984 (DATE)

1. DEBTOR Anne Arundel County

Name Anne Arundel County Farmer's Cooperative Association, Inc.  
Address 155 8th Avenue North, Glen Burnie, MD 21061

2. SECURED PARTY

Name FinanceAmerica Private Brands Inc.  
Address One Imperial Way Suite C-106, P.O. Box 99  
Fogelsville, PA 18051

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORDING FEE 10.00  
POSTAGE .50  
REGISTERED STATE NO. 115429  
12/23/88

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>

Please amend Secured Party's Name to read: Chrysler First Diversified Credit Inc.  
Please amend Description of Collateral to read: All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of but not limited to, edgers, lawn mowers, tractors, tillers, chainsaws, power blowers, grass trimmers, shredders, sprayers, log splitters, engines, power rakes, generators, pumps, and the like, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Lawn Equipment Parts Company. (inventory)

Please amend Debtor's Name to read: Anne Arundel County Farmers Cooperative Association, Inc.

X Melvin Upton Pres  
(Signature of Debtor)

Melvin Upton  
Type or Print Above Signature on Above Line

Dated 3/11/88

[Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

10.50



Anne Arundel County, MD

STATE OF MARYLAND

BOOK 524 PAGE 479

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244084  
RECORDED IN LIBER 453 FOLIO 467 ON 9-1-82 (DATE)

1. DEBTOR

Name Ben Oaks Decorating Center, Inc.  
Address 545 Baltimore/Annapolis Blvd., Severna Park, MD 21146

2. SECURED PARTY

Name General Electric Credit Corporation  
Address P.O. Box 19187, Jacksonville, FL 32245-9187

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Amendment</u> <u>Anne Arundel County, MD</u></p>

Please amend Debtor's address to read but not limited to:  
545 Baltimore/Annapolis Boulevard, Severna Park Village Shopping Center  
Severna Park, MD 21146  
401 Headquarters Drive, Route 3 North Suite 102-104  
403 Bay 6, 401 Headquarters Drive  
Millersville, MD 21108

Please amend Debtor's tradestyle to read:  
Ben Oaks Appliance Center, Inc.

[Signature]  
Ben Oaks Decorating Center, Inc.

Dated

2/3/88

[Signature]  
(Signature of Secured Party)

General Electric Credit Corporation

Type or Print Above Name on Above Line

1590

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 480  
Identifying File No. 270213

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$

If this statement is to be recorded in land records check here:

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ (LESSEE)

Name B/R Instrument Corporation  
Address P.O. Box 7, Pasadena, MD 21122

2. ~~XXXXXXXXXXXXXXXXXXXX~~ (LESSOR)

Name HBE Leasing Corporation  
Address P.O. Box 27340, 11330 Olive Street Road, St. Louis, MO 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assessor  
All 11/13/88

\*\*\*NOT SUBJECT TO RECORDATION TAX\*\*\*

Certain equipment as further described on the Equipment Schedule attached hereto and made a part hereof, located at 8383 Jumpers Hole Road, Millersville, MD 21108, together with all accessions, appurtenances and accessories, thereto all as described in Lease # 15755.01 between Lessee and Lessor. This financing statement is being filed as a precaution only. Lessee and Lessor regard this agreement as a True Lease and not one intended for security.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Roger R. Rank*  
(Signature of ~~XXXXX~~ LESSEE)

B/R Instrument Corporation  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Troy Augustine*  
(Signature of ~~XXXXXXXXXX~~ LESSOR)

HBE Leasing Corporation  
Type or Print Above Signature on Above Line

11/50



LEASE BETWEEN  
HBE LEASING CORPORATION (Lessor)  
and  
B/R Instrument Corporation

Lease No. 5755.01

BOOK 524 PAGE 481  
(Lessee)

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

EQUIPMENT SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1	IBM System 36 Processor 1MB/65MB (5363-P10)
2	1	Additional 65MB Disk (2500)
3	1	Internal Streaming Tape Drive (2605)
4	1	IBM Processor Expansion (2600)
5	1	IBM System Support Program (5727-SS6)
6	1	Tape Support (6144)
7	1	Utilities (5727-UT6)
8	1	Displaywrite 36 (5727-DW6)
9	1	English Dictionary (5727-DW6)
10	2	IBM Color Terminals (5292)
11	1	IBM Terminal (3197)
12	1	IBM Quietwriter III Printer
13	4	AST Emulation Boards (5250)
14		SAI Software: A/R, O/E, Inventory, A/P, G/L

RECEIVED  
MAR 9 1988  
H.B.E. LEASING CORP.

LESSEE'S  
INITIAL

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 482

Identifying File No. 272213

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corporation d/b/a Outdoor Power
Address 1915 Lincoln Drive, Annapolis, Anne Arundel County, Maryland 21401

2. SECURED PARTY

Name Austoft inc. (U.S.A.)
Address County Road #45 North, P.O. Box 547
Owatonna, Minnesota 55060

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
RECORD FEE 12.00
POSTAGE .30
RECORDED DURING 11:57
12/2/88
Att

Wherever located, whether now or hereafter owned, existing or acquired: All inventory including new and used machinery, equipment, parts, supplies and other property acquired by debtor from secured party, and all repossessions, replacements, attachments, repair parts, additions, accessories, trade-ins, and accessions thereto and thereof; all accounts, documents, chattel paper, leases arising from sale or lease of inventory; and all proceeds in whatever form including all trade-ins and proceeds of insurance policies.

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[X] (Products of collateral are also covered)

Southward Corporation d/b/a Outdoor Power

Kenneth R Wagner - Pres.
(Signature of Debtor)

KENNETH R. WAGNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Austoft Inc. (U.S.A.)

By: [Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

12/2/88



STATE OF MARYLAND  
ANNE ARUNDEL COUNTY  
FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 484  
Identifying File No. STR101

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 3/9/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee

Name John F. Pilli & Sons, Inc.

Address 216 Najoles Road, Millersville, MD 21108

2. ~~XXXXXXXXXXXX~~ Lessor

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule 'A' attached

Name and address of Assaitec  
A 12/23/88

LESSEE HEREBY AUTHORIZES LESSOR TO INSERT SERIAL NUMBERS FOR ALL UNITS AS THEY BECOME AVAILABLE.

Lessee Will Purchase At End of Contract - Not Subject To Recordation Tax.....  
CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X J F Pilli Jr  
(Signature of ~~XXXXXX~~ Lessee)

X J F PILLI JR  
Type or Print Above Name on Above Line

J F Pilli Jr, Secretary  
(Signature of ~~XXXXXX~~ Lessee)

Type or Print Above Signature on Above Line

Gary H. Boxer  
(Signature of ~~XXXXXXXXXX~~ Lessor)

Gary H. Boxer, Vice President  
Type or Print Above Signature on Above Line

SCHEDULE "A"

This Schedule is attached to and made a part of the Equipment Lease dated \_\_\_\_\_, 1988 between \_\_\_\_\_

John F. Pilli & Sons, Inc.

(Lessee) and Dominion Leasing Corporation (Lessor).

**COMPUTER EQUIPMENT AS FOLLOWS:**  
DESCRIPTION

	<u>QTY</u>	<u>DESCRIPTION</u>	
HARDWARE	1	1.000 8530002 PS/2-30 720/720 S/N 0265726	
	1	1.003 8560041 PS/2-60 1.4/44MB S/N 8008168	
	1	1.008 8525001 PS/2-25 720K FD S/N 2360788	
	2	1.101 8513001 PS/2 COLOR S/N 271769 & S/N 271775	
	1	1.204 PS/2 128K MEM EXPANSION	
	1	1.205 AST/2 MEMORY BOARD 512K	
	2	1.400 ARCNET CARDS MOD30 & UND	
	1	1.401 ARCNET CARDS MOD 50 & UP	
	1	1.403 ARCNET PASSIVE HUB	
	1	1.505 5202001 QUIETWRITET III S/N 7077046	
	1	1.801 PRINTER PAR-9' STD	
	1	1.811 ARCNET RG62 TEFLON COAT 300 FT	
	1	1.900 GTCO DIGITIZER #3648	
	SOFTWARE	1	2.000 PB - GENERAL LEDGER
		1	2.001 PB - JOB COST
		1	2.002 PB- ACCTS PAY/REC
1		2.003 PB - PAYROLL STD	
1		2.005 PB - PROFIT IQ	
1		2.007 PB - UNIV CHECK WRITER	
1		2.015 PB - ESTIMATING ADVANCED	
1		2.700 6280060 PC DOS 3.3	
1		2.701 NOVELL-TOKEN RING-4 USER	
1		2.901 WORD PERFECT NET 1ST STA S/N 003601	
2		4.003 MF4DD 135TPI 3.5" 1.4MB [DISKETTES]	
3	4.300 SL WABER 4 OUTLET-LG20 [SURGE PROTECTORS]		
1	SUPERCALC		

This Schedule is hereby verified as correct by the undersigned Lessee.

DATE: X

2/10/88

John F. Pilli & Sons, Inc.

Lessee:

*M. P. Lee*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 486

Identifying File No. 272132

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kevin Ridgley Landscaping, Inc.

Address 206 Magothy Bridge Rd., Pasadena, MD 21122

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.

Address 6400 Windsor Mill Rd., Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee  
KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

- 1 Kubota L2550GST Tractor # 80559
- 1 Kubota BF400 Loader # 14987

54900-813407

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Kevin Ridgley Pres*  
(Signature of Debtor)

Kevin Ridgley, President  
Type or Print Above Name on Above Line

*Kevin Ridgley*  
(Signature of Debtor)

Kevin Ridgley  
Type or Print Above Signature on Above Line

*W E Richardson Pres*  
(Signature of Secured Party)

W E Richardson  
Type or Print Above Signature on Above Line

12

270153

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 3,150.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Robert W. Childs Landscape  
Contractors, Inc.  
(Name)  
491 College Parkway  
(Address)  
Arnold, Maryland 21012

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn Catherine T. Lewis  
(Name of Loan Officer)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

1 This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

Mataway with Overseeder Serial #1, with Briggs 243432 Engine  
Type 116401 Code 88011814

RECORD FEE 11.00  
 RECORD TAX 24.50  
 POSTAGE .50  
 APPROXIMATE TOTAL 36.00  
 AH 1/17/88

2 The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor \_\_\_\_\_

- 3  Products of the collateral are also specifically covered
- 4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
(Signature)  
Robert W. Childs, President  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
(Signature)  
 \_\_\_\_\_  
(Print or Type Name)

11-250 SD

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 235051 recorded in Liber 430 Folio 486 on 10/24/80 at Anne Arundel Co.

1 DEBTOR(S) Cumberland Restaurant Corporation  
 ADDRESS(ES) P.O. Box 7677 - Baltimore, Maryland 21207  
11 Aquahart Road-Glen Burnie, Md. 21061

2 SECURED PARTY MARYLAND NATIONAL BANK ATTENTION LDRU  
 ADDRESS MAILSTOP 02 28 01 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above)  
Cumberland Restaurant Corporation-P.O. Box 7677-Balto., Md 21207

Check mark below indicates the type and kind of Statement made hereby (Check only one Box)

3 CONTINUATION The original Financing Statement referred to above is still effective

4  TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above

5 ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below

6 AMENDMENT The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference (Signature of Debtor is required) If this statement of amendment is to add collateral, the underlying secured transaction is  
 a Not subject to Recordation Tax  
 b Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

7 RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below

8 \_\_\_\_\_

DEBTOR(S) \_\_\_\_\_  
(Check box for country only if Item 6 is applicable)

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
 BY Ruth F. Riley (SEAL)  
 RUTH F. RILEY - SENIOR LOAN  
 POLICY OFFICER  
(Type Name and Title)

To the Clerk After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

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STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 235053 recorded in Liber 430 Folio 488 on 10/24/80 at Anne Arundel Co.

1 DEBTOR(S) Cumberland Restaurant Corporation  
 ADDRESS(ES) P.O. Box 7677 - Baltimore, Maryland 21207  
11 Aquahart Road-Glen Burnie, Md. 21061

2 SECURED PARTY MARYLAND NATIONAL BANK, ATTENTION LDRU  
 ADDRESS MAILSTOP 02 28 01 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above)  
Cumberland Restaurant Corporation-P.O. Box 7677-Balto., Md 21207

Check mark below indicates the type and kind of Statement made hereby (Check only one Box)

3 CONTINUATION The original Financing Statement referred to above is still effective

4  TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above

5 ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below

6 AMENDMENT The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference (Signature of Debtor is required) If this statement of amendment is to add collateral, the underlying secured transaction is

a Not subject to Recordation Tax

b Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

7 RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below

8 \_\_\_\_\_

DEBTOR(S) \_\_\_\_\_

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY Ruth F. Riley (SEAL)  
RUTH F. RILEY - SENIOR LOAN  
POLICY OFFICER

To the Clerk After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

1570

The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First and Address(es))  
SARMI HASSIND L.  
24 SOUTH PAULA STREET  
LAUREL MD 20707

2. Secured Party(ies) Name(s) and Address(es)  
PROFESSIONAL MR BROOKS  
10401 LANHAM-SEVERN ROAD  
LANHAM, MD 20706

3.  The Debtor is a continuing obligor

4. Fee Paid Where (Date, Time, No. Filing Office)  
RECORDING FEE 12.00  
NOTARIAL COST \$15.00  
TOTAL \$27.00

5. This Financing Statement covers the following types of items of property:  
1983 LIBERTY 14 X 52  
SERIAL 1296 AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THEREON  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT  
 Products of the Collateral are also covered

6. A signature of Secured Party and Address(es)  
GREEN TREE ACCEPTANCE INC.  
2200 DRIFT BOULEVARD SUITE 245

7. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records

8. Name of a Record Owner

9.  The described goods are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The timber to be cut or removed is of the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8.)

No. & Street      Town or City      County      Section      Block      Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction, or  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignor(s) and Consignor(s) in  
 Lessee(s) and Lessor(s)

By: SARMI HASSIND L. *y Maxime LeDain*      By: *[Signature]*  
 Signature(s) of Debtor(s)      Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked)

ANNAPOLIS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)  
THE COFFEE MERCHANT  
74 ANNAPOLIS MALL  
ANNAPOLIS, MD. 21401

2 Secured Party(ies) and address(es)  
WHITE COFFEE CORPORATION  
74 ANNAPOLIS MALL  
ANNAPOLIS, MD. 21401

3 Maturity date (if any)  
For Filing Officer (Date, Time, Number, and Filing Office)  
RECEIVED ARLM  
FEBRUARY 20  
ANNAPOLIS MD 21401

4 This financing statement covers the following type(s) (or item(s)) of property  
  
(6) LUCITE 2 IN 1 CUBE

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

COFFEE MERCHANT  
By Daniel M. Collins President  
Signature(s) of Debtor(s) Title

WHITE COFFEE CORPORATION  
By [Signature]  
Signature(s) of Secured Party(ies) Title

272176

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

UCC-1

C 2/18/88

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es): Mr. Donald Klein Cornell Chemical Co. 5185 Raynor Avenue Linthicum Heights MD 21090-1434	(2) Secured Party(ies) (Name(s) And Address(es)) CIBA-GEIGY CORPORATION P.O. BOX 18300 GREENSBORO, NC 27419	For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	

RECORD FEE 11.00  
 POSTAGE .50  
 CIBAGEIGY CORP 710441  
 XX 02/23/88

(5) This Financing Statement Covers the Following types [or items] of property.  
 Agricultural Chemicals manufactured and owned by CIBA-GEIGY and stored by CIBA-GEIGY at Debtor's premises described in 1 above pursuant to a Warehousing Agreement between CIBA-GEIGY and Debtor. Such agricultural chemicals are the sole property of CIBA-GEIGY, are solely under CIBA-GEIGY's control, and Debtor, as warehouseman, has no right, title or interest in or to such agricultural chemicals. "Recordation Tax Not Applicable"

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
 Cornell Chemical & Equipment Co., Inc.  
 (By) Donald Klein General Manager  
 Standard Form Approved by N.C. Sec. of State  
 and other states shown above.  
 CGA 970-00031A

Secured Party(ies) [or Assignees]  
 CIBA-GEIGY CORPORATION  
 (By) J. A. Gurnea ASST. SEC.  
 Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
 (1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
 (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

RECEIVED

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) Tice, Richard A. Tice, Lee C. (H/W) 472 Lymington Rd. Severna Park, MD 21146	2 Secured Party(ies) and address(es) National Union Fire Insurance Company of Pittsburgh, Pa. 70 Pine Street New York, NY 10270 Attn: Comprehensive Financial Risk Division	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) SECURED FEE 12.00 POSTAGE .50 AA-19-120 2345 213 10/26
4 This financing statement covers the following type(s) for item(s) of property: <p>Debtor's limited partnership interest in Franklin Greenbriar Associates, a Pennsylvania limited partnership, including all of Debtor's rights and interest in said partnership and any successor limited partnership and under the limited partnership agreement relating thereto, and any proceeds from the sale thereof.</p>		5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Richard A. Tice National Union Fire Insurance Company of  
 Lee C. Rice Pittsburgh, Pa.

By Richard A. Tice Title \_\_\_\_\_ By Wahing Thompson Title \_\_\_\_\_  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

272153

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Interior Concepts 2560 River Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) Ultimate Midatlantic, Inc. 717 Ridgedale Avenue E. Hanover, NJ 07936	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)   
4. This financing statement covers the following type(s) (or items) of property: Model 1410-72Mb, 2MB, 8 Serial Ports, 1 Parallel, 1/4" 60MB streamer, Ultimate Operating System, Power Line Conditioner, 150LPM MVP, 200eps printer, (2) 1200/2400 Baud Modems, (7) Ultimate/Wyse 50 CRT's		5. Assignee(s) of Secured Party and Address(es)   

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: \_\_\_\_\_

By David Lee Anderson VP Finance Title Signature(s) of Debtor(s)

By [Signature] VP Title Signature(s) of Secured Party(ies)

(1) Filing Officer: \_\_\_\_\_

STANDARD FORM - FORM UCC-1.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

File or Address: \_\_\_\_\_  
 Sheet(s) Transmitted \_\_\_\_\_

1. Debtor(s) (Last Name First) and Address(es)

Happy Travelers, Inc.  
 8244MD Rt. #3  
 Millersville, MD 21108

2. Secured Party(ies) Name(s) and Address(es)

General Electric Credit Corporation Ste. 300  
 11121 Camel Commons Blvd.  
 Pineville, NC 28134

3. (a) This statement refers to original financing statement bearing file # \_\_\_\_\_  
 Filed with Anne Arundel County Date Filed 1/15/87 # 265631 19  
 (b) If the original financing statement has previously been continued list the Filing No. of the last continuation filed.  
 (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103.45) mark this block

Fdr  
 Filing  
 Officer



4.  Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
5.  Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
6.  Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
7.  Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
8.  Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9.

**10** Please Amend SECURED PARTY name to read: General Electric Capital Corporation

10. Signatures:

Happy Travelers, Inc.

General Electric Capital Corporation

By Herbert Schwartz pres  
 Debtor(s) (necessary only if item 7 is applicable)

By Michelle Alben  
 Secured Party(ies)

Standard Form Approved by  
 N. C. Sec. of State  
 and other States shown above.

FINANCING STATEMENT CHANGE

UCC-3

(1) Filing Officer Copy - Numerical

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>United Propane, Inc. 205 Najoles Rd. Millersville, MD 21108 (Ann Arundel Co.)</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>Chemi-Trol Chemical Co. 2776 C.R. 69 Route 1 Gibsonburg, Ohio 43431 (Sandusky Co.)</p>	<p>3 For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORDED FEE 10.70 POSTAGE .50</p>
---	---	---

4 This financing statement covers the following types (or items) of property:

IP Gas storage tanks with serial nos. as follows;

~~4-1000 Gal.:~~ 322850, 322851, 322852, 322854, ~~3-500 Gal.:~~ 322865, 322866, 322867.  
~~18-420 lb. cylinders:~~ 43591, 44107, 44121, 44114, 43598, 43590, 43558, 44196,  
 44137, 43633, 44238, 43619, 43599, 43576, 43593, 43632, 43634, 44237.

\$ 11.50

Ann Arundel County Recorder  
 COURT HOUSE  
 ANN ARUNDEL COUNTY MD 21401

Subject to Recordation Tax PAID  
 Ann Arundel County Circuit Court  
 \$14613.00 Valuation @ 3.30 per  
 \$1000.00 = \$48.22

Check  if covered:  
 Proceeds of Collateral are also covered  
 Products of Collateral are also covered

No. of additional sheets presented:

Filed with: **County Recorder**

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated: B-460 P-340 March 10 1988 By: Chemi-Trol Chemical Co.  
Henry J. Poyner, Jr. Sec'y Mgr.

Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

THIS FINANCING STATEMENT IS BEING RECORDED BY ANNE ARUNDEL COUNTY AND IS EXEMPT FROM ALL RECORDING FEES

TO BE ) RECORDED IN  
 NOT TO BE ) LAND RECORDS

SUBJECT TO ) RECORDING TAX  
 NOT SUBJECT TO ) ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

**FINANCING STATEMENT**

1. Debtor(s): Severn Graphics, Inc.  
 Name or Names—Print or Type  
7900 Ritchie Hwy., Glen Burnie, Maryland 21061  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party: Anne Arundel County, Maryland, c/o County Solicitor  
 Name or Names—Print or Type  
44 Calvert Street, Annapolis, Maryland 21401  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit A, attached hereto.

4. If above described personal property is to be affixed to real property, describe real property.

Real property and improvements located at 7487 Baltimore/Annapolis Blvd., Glen Burnie, Maryland 21061.

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): Severn Graphics, Inc.

SECURED PARTY: Anne Arundel County, Maryland

By: [Signature]  
 (Signature of Debtor)

Joel F. Sparhawk, President  
 Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

By: [Signature]  
 (Signature of Secured Party)

Adrian G. Teel, Director of Administration  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Patricia A. Logan, Assistant County Solicitor  
Arundel Center, P. O. Box 1831  
Annapolis, Maryland 21404

Loans Bro. Form F-1

APPROVED FOR FILING AND  
 RECORDING  
 ANNE ARUNDEL COUNTY, MARYLAND  
 BY Patricia A. Logan 3-15-88  
 OFFICE OF LAW DATE

FINANCING STATEMENT

Severn Graphics, Inc. - Debtor

Anne Arundel County, Maryland - Secured Party

EXHIBIT A

All buildings materials, supplies, machinery, fixtures, equipment, furniture, and articles of tangible personal property of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the Real Property or the Improvements or any part thereof, and used or usable in connection with any present or future use or operation of the Land or the Improvements or any part thereof by Debtor, whether now owned or hereafter acquired by the Debtor, together with all replacements and substitutions therefor and all proceeds thereof.

BOOK 4559 PAGE 236

LIBR 524 499

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND, AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: Severn Graphics, Inc.  
7590 Ritchie Highway  
Glen Burnie, Maryland 21061
- 2. NAME AND ADDRESS OF SECURED PARTY: Equitable Bank, N.A.  
Salisbury Main Office  
144 East Main Street  
P.O. Box 469  
Salisbury, Maryland 21801-0409  
Attn: Michael T. Dunn

3. This Financing Statement covers the following types (or items) of property:

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the

22-53

CLERK'S NOTATION  
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

1987 524 500

"Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits,

524 501

contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property; and

(h) All architectural, engineering, and development work product concerning the Property, including, but not limited to, surveys, title information and policies, engineering studies, soil studies, and sites engineering, architectural, and development plans.

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith, made between Debtor and Michael T. Dunn and Dale Duboskas, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant

BOOK 4569 PAGE 299

LIBER 524 PAGE 502

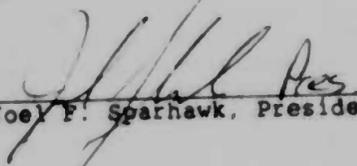
to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Severn Graphics, Inc.

7. This transaction is partially exempt from recordation tax. The principal amount of the debt initially incurred is \$492,000. All recordation taxes due on the principal loan amount have been paid at the Land Records Office of Anne Arundel County, Maryland.

Debtor: SEVERN GRAPHICS, INC.

By:  (SEAL)  
Joey F. Sparhawk, President

Date: 3-15-88

Mr. Clerk: Please return to: Cynthia A. Berman, Esquire  
Weinberg and Green  
100 South Charles Street  
14th Floor  
Baltimore, Maryland 21201

EXHIBIT A

BOOK 524 PAGE 503

PARCEL 1

BOOK 4569 PAGE 300

BEGINNING for the same at an iron pipe now set on the Northeast side of the Baltimore and Annapolis Boulevard, as laid out 50 feet wide on Amended Plat No. 4 of Glen Burnie, filed among the Land Records of Anne Arundel County, at a point distant South 35 degrees East 260.70 feet from the point where the North east side of the said boulevard is intersected by the Southeast side of Drum Point Avenue, as laid out 50 feet wide, and running thence with the Northeast side of the said boulevard, South 35 degrees East 103.73 feet to an iron pipe heretofore set at the beginning of a curve to the left with a radius of 775.0 feet; thence continuing with the Northeast side of the said boulevard and also with the said curve for a distance of 15.0 feet to an iron pipe set distant South 35 degrees 33 minutes East 15.0 feet; thence leaving the said boulevard and running North 30 degrees 23 minutes East 100.0 feet to an iron pipe; thence running South 59 degrees 37 minutes East 40.0 feet to an iron pipe now set 65.0 feet distant from the Northwest side of "M" Street, as laid out 50 feet wide; thence running parallel to and 65.0 feet from the Northwest side of "M" Street, North 30 degrees 23 minutes East 60.0 feet to an iron pipe now set 130.65 feet distant from the Southwest side of Delaware Avenue (formerly First Avenue North), as laid out 50 feet wide; thence running parallel to and 130.65 feet from the Southwest side of Delaware Avenue, North 59 degrees 37 minutes West 148.0 feet to an iron pipe; thence running South 30 degrees 23 minutes West 110.67 feet to the place of beginning, containing 17,012 square feet of land more or less.

PARCEL 2

BEGINNING for the same at the point where the Northeast side of the Baltimore and Annapolis Boulevard as laid out 50 feet wide is intersected by the Northwest side of "M" Street as laid out 50 feet wide, all as shown on Amended Plat No. 4 of Glen Burnie, on file among the Land Records of Anne Arundel County, and running thence with the Northwest side of "M" Street North 30 Degrees 23 Minutes East 264.63 feet to the Westernmost side of the Governor Ritchie Highway, as laid out 150.00 feet wide, thence running with the Westernmost side of the said Highway North 0 Degrees 53 Minutes West 74.35 feet to the point where the Westernmost side of the said Highway is intersected by the Southwest side of Delaware Avenue, formerly known as First Avenue, North, as laid out 50 feet wide, thence running with the Southwest side of the said Delaware Avenue north 59 Degrees 37 Minutes West 26.41 feet to an iron pipe, thence running South 30 Degrees 23 Minutes West 307.31 feet to the Northeast side of the aforesaid Baltimore and Annapolis Boulevard, thence running with the Northeast side of the said Boulevard by a curve bearing to the left having a radius of 775.00 feet the distance of 68.29 feet to an iron pipe, the place of beginning.

Being a strip of land 65.00 feet wide, parallel and adjacent to "M" Street, running from the Baltimore and Annapolis Boulevard on the South to Delaware Avenue on the North. Containing 19,460 square feet of land, more or less.

~~Mail in~~ Equitable

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Charles J. Crook 1 Gene Avenue  
 Pasadena, Maryland 21122

6. Secured Party: Maryland National Bank Address: Department: ACCU  
 Post Office Box 887, Mailstop 500-501  
 Attention: Lisa Edwards Baltimore, Maryland 21203  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 11.00

POSTAGE .50

Debtor: Charles J. Crook

Secured Party: Maryland National Bank

By: Charles J. Crook (Seal)  
 Type name and title, if any

By: M. Faye Hughes (Seal)  
 Type name and title, if any

By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

M. FAYE HUGHES, Asst. Vice-President  
 Type name and title, if any

1100/20

STATE OF MARYLAND

BOOK 524 PAGE 505

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247714

RECORDED IN LIBER 462 FOLIO 543 ON 6-10-83 (DATE)

1. DEBTOR

Name ISER. LARRY W. d/b/a ISER SNACK SALES
Address 8280 Patuxent Range Road, Jessup. Marvland

2. SECURED PARTY

Name TOM'S SNAX COMPANY, a Division of General Mills
Address 900 Eighth Street, Columbus, Georgia 31994
Mr. William C. Pound - Hatcher, Stubbs, Land, Hollis & Rothschild
P.O. Box 2707, Columbus, GA 31993-5699
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes a box for 'Debtor's address is amended to read: 527 Pulaski Hwy. Joppa, MD 21085'.

CHECK [X] FORM OF STATEMENT

TOM'S SNAX COMPANY, a Division of General Mills

Dated March 8, 1988

(Signature of Secured Party)

OSCAR L. BETTS, III

Type or Print Above Name on Above Line Asst. Secretary

STATE OF MARYLAND

BOOK 524 PAGE 511f

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247714

RECORDED IN LIBER 462 FOLIO 543 ON 6-10-83 (DATE)

1. DEBTOR

Name ISER, LARRY W. d/b/a ISER SNACK SALES  
Address 8280 Patuxent Range Road, Jessup, Maryland

2. SECURED PARTY

Name TOM'S SNAX COMPANY, a Division of General Mills  
Address 900 Eighth Street, Columbus, Georgia 31994  
Mr. William C. Pound - Hatcher, Stubbs, Land, Hollis & Rothschild  
P.O. Box 2707, Columbus, GA 31993-5699  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Assignee: MUSCCGEE SALES CO., a Div. of TOM'S FOODS, INC.  
900 Eighth Street  
Columbus, Georgia 31994

Property: See attached sheet.

TOM'S SNAX COMPANY, a Division of General Mills

Dated March 8, 1988

*Oscar L. Betts, III*  
(Signature of Secured Party)

OSCAR L. BETTS, III

Type or Print Above Name on Above Line  
Asst. Secretary

16  
52

A. All those certain food vending machines described as follows:

SEE ATTACHED

BOOK 524 PAGE 5117

B. All inventory of merchandise, goods and other personal property now owned or hereafter acquired by Debtor which are held for sale in Debtor's business, including, without limitation all inventory located at Debtor's warehouse at 8280 Patuxent Range Road, Jessup, Maryland, and all inventory located on Debtor's trucks. It is understood between Debtor and Secured Party that Debtor's inventory of merchandise, goods and other personal property will change in specifics and the lien herein created on said inventory is a

VEND MACHINES:

<u>MODEL</u>	<u>SERIAL #</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>MODEL</u>	<u>SERIAL #</u>
H-22	77294	H-17	6536	HS-20	15392
"	24905	"	91133		
"	25857	"	15878		
"	36488	"	PHUXENT RESEARCH LAB.		
"	A1919				
"	10497				
"	93028				
"	23027				
"	59930				
"	35469				
"	24010				
"	24002				
"	24903				
"	22359 D				
"	24901				
"	10421				
"	77900				
"	72809				
"	10462				
"	85863				
"	29575				
"	10490				

Exhibit A

continuing lien on all inventory of merchandise, goods and other personal property hereafter acquired by Debtor.

C. Continuing general lien and security interest in all accounts receivable now or hereafter owned or acquired by Debtor arising from the sale of merchandise in the course of Debtor's business.

D. All display equipment now or hereafter owned or acquired by Debtor located at Debtor's warehouse at the address above and on location at Debtor's customer's places of business.

E. All office and warehouse furniture, furnishings and equipment located at Debtor's place of business at the address shown above.

F. All trucks owned by Debtor described and designated as follows:

One 1978 Chevrolet truck,  
Serial Number CPL3583305097

G. All food vending machines manufactured by William F. Shepherd, Inc., Cincinnati, Ohio, and POLYVEND, INC., Conway, Arkansas, now owned by Debtor and all food vending machines manufactured by William F. Shepherd, Inc., Cincinnati, Ohio, and POLYVEND, INC., Conway, Arkansas, hereafter acquired by Debtor, together with all additions, substitutions or replacements thereto.

FINANCING

TO BE RECORDED:

- LAND RECORDS
- FINANCING RECORDS
- ASSESSMENTS & TAXATION

- SUBJECT TO
- NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ -0-

FINANCING STATEMENT

DEBTOR: Mr. & Mrs. Robert A. Lambert  
 Name--Print or Type  
13 Tucker Street Annapolis, MD 21401  
 Address--Street No. City - County State Zip code

SECURED PARTY: Suburban Service Heating & Air Conditioning, Inc.  
 Name--Print or Type  
3586 Patuxent River Road Davidsonville, MD 21035  
 Address--Street No. City - County State Zip code

ASSIGNEE: BALTIMORE GAS & ELECTRIC COMPANY  
 (If Any) Name--Print or Type  
1508 WOODLAWN DRIVE BALTIMORE MD 21207  
 Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

- Amana SRCF30 Air Conditioner
- Amana SCFC30 Evaporator Coil
- Amana GHN90A30 Gas Furnace
- Honeywell 16 X 25 Electric Air Cleaner
- Aprilaire 110 Humidifier
- Honeywell T8600 Day/Night Thermostat

RECORDING FEE 12.00  
 POSTAGE 4.20  
 APPROX. COST FOR 12/24/01  
 AM 11/24/88

2. The above described personal property is to be affixed to the real property described below:

All that parcel of land as more fully described in the Land Records of Anne Arundel County recorded on 2/23/88 in Liber 4551 and Folio 792. The improvements thereon being described as 13 Tucker Street, Annapolis, MD 21401.

The name of a record owner is Robert A. Lambert & Gladys L. Lambert

DEBTOR(s): *Robert A. Lambert* *Gladys L. Lambert*  
 Signature Signature  
Robert A. Lambert Gladys L. Lambert  
 Printed name of person signing Printed name of person signing

TO THE FILING OFFICER: After this statement has been recorded please mail  
 the same to: Roger B. Stockdale 1508 Woodlawn Drive  
 Name Address Baltimore, MD 21207

12  
5



interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Secured Party:

THE ANNAPOLIS BANKING AND TRUST COMPANY

Howard G. Fuller  
Howard G. Fuller

By: John M. Suit, II (SEAL)  
Executive Vice President

Betty C. Fuller  
Betty C. Fuller

Mr. Clerk: Please return to Pat Weiss, MANIS, WILKINSON,  
SNIDER & GOLDSBOROUGH, CHARTERED  
23 West Street - P.O. Box 1911  
Annapolis, Maryland 21404-1911

EXHIBIT "A"

BEGINNING for the same at the southeast corner of the intersection formed by Cowhide Branch and Best Gate Road and running thence in an easterly direction along the said Best Gate Road, a distance of 241 feet to a stake and thence in a southerly direction along the westernmost description of the Glenn property heretofore conveyed by Robert Boardley as described among the Land Records of Anne Arundel County in Liber FAM 157, folio 194, in a southerly direction 313 feet to a stake; thence in a southwesterly direction 162 feet along the northern boundary line of the Anna Lane property to the Cowhide Branch Road; thence along the eastern side of the said Cowhide Branch Road in a northerly direction 397 feet, more or less, to the point of beginning. Containing 1.8 acres, more or less.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):  
Kenster Tri-State & Company  
621 Mayo Road  
Edgewater, MD 21037  
Anne Arundel County

(2) Secured Party(ies) (Name(s) and Address(es)):  
ALBAN TRACTOR CO. INC.  
P. O. BOX 9595  
BALTIMORE, MD. 21237

RECORD FEE 12.00  
NOTARIAL .50  
MORTGAGE CONF. NO. 71457  
03/24/88  
AH

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party. Address(es):  
Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.  
One (1) New Caterpillar Model #EL300 Excavator S/N 4NF00188  
One (1) New Rockland Model #EL300 Excavator Bucket  
One (1) New Caterpillar Model #926 Wheel Loader S/N 94201678

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, & ALL PROCEEDS THEREOF.  
\*NOT SUBJECT TO RECORDATION TAX  
M. SUTTLE

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) *A. Arundel*

Secured Party(ies) [or Assignees]  
Alban Tractor Co., Inc.

Kenster Tri-State & Company  
Partners Kenster Corporation & Brewgess Corporation  
(By) *William A. Brewster, Sec'y*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) *Michael A. White*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See G.S. 25-9-402 (2)

UCC-1

11.50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Federal Leasing, Inc. 2070 Chain Bridge Road Suite 490 Vienna, VA 22180	2. Secured Party(ies) and address(es) Westinghouse Credit Corporation 1501 Johnson Ferry Road Suite 250 Marietta, GA 30062	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 SEARCH .50 SERIAL CHG 10.00 TOTAL 20.50 BL CLEAR 10/21/85
--	--	---

4. This statement refers to original Financing Statement bearing File No. 250927  
Filed with Anne Arundel County Date Filed February 15 19 84

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

WESTINGHOUSE CREDIT CORPORATION

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10-50

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No. 272203

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Marley Television Co., Inc. T/A Bay TV 798 Ritchie Hwy. Severna Park, Maryland 21146</p>	<p>2. SECURED PARTY</p> <p><b>THE ZAMOISKI CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

<p>DEBTOR:</p> <p>Marley Television Co., Inc. T/A Bay TV</p> <p>_____ (Type Name)</p> <p>By: <u>Paul H. Brown</u> (SEAL) Paul H. Brown</p> <p>By: _____ (SEAL)</p>	<p>SECURED PARTY:</p> <p><b>THE ZAMOISKI CO.</b></p> <p>By: <u>John J. Mulkey</u> John J. MULKEY Vice President/Treasurer</p> <p>_____ (Date Signed by Debtor) 19__</p>	<p>RECORD FEE 12.00 POSTAGE .50 TAXES 0.77 MOS 113.27 03/24/88 AH</p>
--	---	---

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

12.50

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.
2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same, and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.
3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.
4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely, (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory, and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.
5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

FINANCING STATEMENT

27-0003

Not subject to recordation tax.

Subject to recordation tax on principal amount of \$ \_\_\_\_\_.

1. Name of Debtor: MONTGOMERY INVESTMENT GROUP XI,  
a Maryland limited partnership

Address: c/o Montgomery Financial Corporation,  
General Partner  
6290 Montrose Road  
Rockville, Maryland 20852

2. Name of Secured Party: FAIRFAX SAVINGS, A FEDERAL  
SAVINGS BANK

Address: One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: David M. Blum  
Vice President & Counsel

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located installed on the premises described in a certain Deed of Trust dated as of March 23, 1988 from Debtor to David M. Blum and Michael J. Potts, Trustees, all property being located in Anne Arundel County, Maryland said property being more particularly described in said Deed of Trust, which is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto.

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All accounts receivable in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

RECORD FEE 12.00  
 OFFICE .50  
 03/24/88  
 AH

1250

(e) All contract rights in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(f) All contract rights, general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds. BOOK 524 PAGE 519

(g) All accounts of the Debtor, including but not limited to accounts receivable and deposits on contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

4. Proceeds of the collateral are also covered.

Debtor:

MONTGOMERY INVESTMENT GROUP XI,  
a Maryland limited Partnership

By: MONTGOMERY FINANCIAL  
CORPORATION, General Partner

By: William J. Clark (SEAL)  
William J. Clark,  
Vice President

DATED: as of March 23, 1988

PLEASE RECORD WITH: State Department of Assessments and Taxation  
Anne Arundel County (Land Records)  
 Anne Arundel County (Financing Statement Records)

AFTER RECORDING, PLEASE RETURN TO:

Mail to Maryland Title Company  
One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: Linda Levinson

FINANCING STATEMENT

800- 524 PAGE 520  
272103

Not subject to  
recordation tax.

Subject to  
recordation tax  
on principal  
amount of  
\$ \_\_\_\_\_.

- 1. Name of Debtor: MONTGOMERY INVESTMENT GROUP X,  
a Maryland limited partnership  
  
Address: c/o Montgomery Financial Corporation,  
General Partner  
6290 Montrose Road  
Rockville, Maryland 20852
- 2. Name of Secured Party: FAIRFAX SAVINGS, A FEDERAL  
SAVINGS BANK  
  
Address: One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: David M. Blum  
Vice President & Counsel

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located installed on the premises described in a certain Deed of Trust dated as of March 23, 1988 from Debtor to David M. Blum and Michael J. Potts, Trustees, all property being located in Anne Arundel County, Maryland said property being more particularly described in said Deed of Trust, which is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto.

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All accounts receivable in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

272



RECORD FEE 12.00  
SEARCH FEE .50  
TOTAL FEE 12.50  
APR 14 1988  
AH

(e) All contract rights in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

BOOK 524 PAGE 521

(f) All contract rights, general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

(g) All accounts of the Debtor, including but not limited to accounts receivable and deposits on contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

4. Proceeds of the collateral are also covered.

Debtor:

MONTGOMERY INVESTMENT GROUP X,  
a Maryland limited Partnership

By: MONTGOMERY FINANCIAL  
CORPORATION, General Partner

By: William J. Clark (SEAL)  
William J. Clark,  
Vice President

DATED: as of March 23, 1988

PLEASE RECORD WITH: State Department of Assessments and Taxation  
Anne Arundel County (Land Records)  
Anne Arundel County (Financing Statement Records)

AFTER RECORDING, PLEASE RETURN TO:

Maryland Title Company  
One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: Linda Levinson

A.A.Co. 10-50  
Rec. tax 364.00

### Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 524 PAGE 522

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 265125 recorded in Liber 506, Folio 93 on December 15, 1986 (date).

1. DEBTOR(S)  
Coastal Air Handling & Consolidation, Inc.  
Name(s) Cargo Complex Building D, Door 47  
Address(es) Baltimore-Washington International Airport  
Baltimore, Maryland 21240

2. SECURED PARTY  
Name Equitable Bank, National Association  
Address 100 S. Charles St.  
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. A. With the filing of this amended statement recordation tax is being paid on additional debt of \$51,666.65. The Debtor certifies that with the filing of this statement or a duplicate of this statement, the recordation tax on the additional debt has been paid to Circuit Court of Anne Arundel Co.

B. Amend address to read as follows:  
7525 N. Connelly Drive  
Hanover, Maryland 21076

9. DEBTOR Coastal Air Handling & Consolidation, Inc.  
BY: John McClinton, Jr., President

SECURED PARTY:

EQUITABLE BANK, National Association  
By: Barbara A. Wykowski  
Corporate Banking Officer  
(Type Name and Title)

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

10  
364  
50

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: March 18, 1988

~~(XXX)~~ Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Cox Electronics, Inc.

ADDRESS: 8232 Telegraph Road  
Odenton, MD 21113

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 1.10  
RECORDING FEE 7.90  
POSTAGE .30  
ANNAPOLIS OFFICE MD 21404  
3/24/88

DEBTOR(S):

Cox Electronics, Inc.  
(Company Name)

BY: Paul G. Wysocki  
Paul Wysocki, President

BY: [Signature]

BY: Martha W. Williams

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]  
(Authorized Signature)

Paul R. O'Connell, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

17.50



*Handwritten note*

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

L & L COFFEE SERVICE  
440 GRANADA COURT  
MILLERSVILLE, MD 21108

Bloomfield Industries  
4546 W. 47th Street  
Chicago, IL 60632

*Handwritten notes and stamps*

4 This financing statement covers the following type(s) for item(s) of property

ALL COFFEE BREWERS AND WARMERS NOW OWNED OR HERE  
AFTER ACQUIRED INCLUDING ALL SUBSTITUTIONS OR  
REPLACEMENTS AND INSURANCE OR OTHER PROCEEDS THERE  
OF COVERED BY THAT CERTAIN AGREEMENT NO. 56-41  
BETWEEN DEBTOR AND SECURED PARTY AS COVERED BY  
ATTACHED SCHEDULE.

5 Assignee(s) of Secured Party and Address(es)

Sanwa Business Cr. Corp.  
1 So. Wacker Dr.  
Chicago, IL 60606

39th Fl.

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered;  Proceeds of Collateral are also covered;  Products of Collateral are also covered. No. of additional Sheets presented

By L & L COFFEE SERVICE  
*[Signature]*  
Signature(s) of Debtor(s)

Bloomfield Industries  
Lennard Lodowski  
Title

By Donald Mauer  
*[Signature]*  
Signature(s) of Secured Party(ies) Title

STANDARD FORM - FORM UCC-1.



**BLOOMFIELD Industries, Inc.** CHICAGO, NEW YORK, LOS ANGELES, TORONTO, SAN JOSE

1546 WEST 47th STREET • CHICAGO, ILLINOIS 60632-4404 • (312) 264-7600 • TWX 910-221-3771

BOOK 524 PAGE 526

SCHEDULE

RT2173

AGREEMENT NO. 56-41

DATED 3-17-88

SCHEDULE NO. A

BETWEEN: Bloomfield Industries, Inc.  
and L & L Coffee Service

QUANTITY	EQUIPMENT (MAKE MODEL SERIAL NUMBER)
EQUIPMENT 7 ea.	8543 Dbl. Wrnr. P/Ovr Coffee Brewer SN#: 01880870 to 876
14 ea.	8571 3 Wrnr. Coffee Brewer SN#: 02880300 to 305,394 to 401
7 ea.	8572 3 Wrnr. Auto Coffee Brewer W/Faucet SN#: 03880104 to 0110



500 524 PAGE 527

3

Generally the real estate law in a jurisdiction requires that a financing statement be accompanied by a copy of an acknowledgment. At a later time, secured party.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

COFFEE DELIGHT INC  
7973 SHETLANDS DELL  
GLEN BURNIE, MD 21061

2 Secured Party(ies) and address(es)

Bloomfield Industries  
4546 W 47th Street  
Chicago, IL 60632

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following type(s) for item(s) of property

ALL COFFEE BREWERS AND WARMERS NOW OWNED OR HERE AFTER ACQUIRED INCLUDING ALL SUBSTITUTIONS OR REPLACEMENTS AND INSURANCE OR OTHER PROCEEDS THERE OF COVERED BY THAT CERTAIN AGREEMENT NO. 56-39 BETWEEN DEBTOR AND SECURED PARTY AS COVERED BY ATTACHED SCHEDULE.

NOT SUBJECT TO RECORDATION TAX

5 Assignee(s) of Secured Party and Address(es)

Sanwa Business Cr. Corp.  
1 So. Wacker Dr.  
Chicago, IL 60606

39th Fl.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Bloomfield Industries

COFFEE DELIGHT INC

By Robert Mitchell Wright  
Signature(s) of Debtor(s)

PRES  
Title

By Donald Mauer  
Signature(s) of Secured Party(ies)

Donald Mauer  
Title

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

BOOK 524 PAGE 528

SCHEDULE

AGREEMENT NO. 56-39

DATED 3-17-88

SCHEDULE NO. A

BETWEEN: Bloomfield Industries, Inc.  
and Coffee Delight Inc.

QUANTITY	EQUIPMENT (MAKE MODEL SERIAL NUMBER)
EQUIPMENT 14 ea.	8543 Db1. Wrmr. P/Ovr Coffee Brewer SN#: 01880862 to 868,1105 to 1111
14 ea.	8571 3 Wrmr. Coffee Brewer SN#: 02880188 to 195,440 to 445
7 ea.	8572 3 Wrmr. Auto Coffee Brewer W/Faucet SN#: 03880112 to 0118



\*Recordation tax of \$700.00 paid to Anne Arundel County with this filing.

270271

BOOK 524 PAGE 529

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 100,000.00\*
- To Be Recorded

NAME	ADDRESS		
	No.	Street	City State
1. Debtors(s) (or assignor(s))			
Bedding Plus Warehouse, Inc.	101 E.	Holsum Way,	Glen Burnie, Maryland 21061
Bedding Plus Warehouse, Inc.	3540 Ft.	Meade Road,	Laurel, Maryland 20707

2. Secured Party (or assignee)  
 CentraBank, an NCNB Company 201 N. Charles Street, Baltimore, Maryland 21201

3. This Financing Statement covers the following types (or items) of property:

- All furniture, fixtures and equipment now owned or hereafter acquired by Borrower.
- All accounts and contract rights now owned or hereafter acquired by Borrower.
- All inventory, finished goods and work in process now owned or hereafter acquired by Borrower.
- All business assets.

RECORDING FEE 12.00  
 RECORDING TAX 700.00  
 POSTAGE .00  
 TOTAL 712.00  
 12/15/81

CHECK  THE LINES WHICH APPLY

- 4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

- 5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: CentraBank, an NCNB Company By: <u>Gail D. Houser</u> Type Name <u>Gail D. Houser</u> Title <u>Commercial Lending Officer</u>	Debtor(s) or Assignor(s) <u>BEDDING PLUS WAREHOUSE, INC.</u> <u>Robert W. Ballard, Jr., President</u>   Type or Print Name and Title of Each Signature
--	---

CSB1 101CL (9/81)

12-700.50

200175

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Maryland Interiors Incorporated dba Choice Seating Gallery 844 Ritchie Highway Severna Park, Maryland 21146</p>	<p>2 Secured Party(ies) and address(es)</p> <p>Norwalk Furniture Corporation Rts. 18 and 20 Bypass Norwalk, Ohio 44854</p>	<p>File Filing Officer (Date, Time, Number, and Filing Office)</p>
---	--	--

4 This financing statement covers the following types (or items) of property:

All of Debtor's inventory now owned or hereafter acquired, including but not limited to all goods, merchandise and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed or owned by the Debtor.

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:   
  This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.

Filed with \_\_\_\_\_  
This instrument prepared by Cavitch, Familo & Durkin, 14th Fl., East Ohio Bldg., Cleveland, OH 44114

MARYLAND INTERIORS INCORPORATED

NORWALK FURNITURE CORPORATION

By: Kenneth Smola  
Signature(s) of Debtor(s)

By: Robert C. Jackson  
Signature(s) of Secured Party(ies)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of State

The Ohio Legal Blank Co., Cleveland  
Publishers and Dealers Since 1893

Filing Officer Copy — Alphabetical

A13591

10/31

10/50

11/2

524 PAGE 531

RECORDS

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corp. dba/ Pasadena Rentals & Sales

Address 8004 Jumpers Hole Road Pasadena, MD 21122

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address P.O. Box 13428 Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Ditch Witch 1010 W/A-1 Trailer

THIS STATEMENT IS FILED FOR THE PURPOSES OF THE UCC-1 ACT AND DOES NOT CONSTITUTE A RECORD OF THE PROPERTY.

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Northward Corp. dba/ Pasadena Rentals & Sales

(Signature of Debtor)

Richard Diggs  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Shirley Camilli  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1750

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):  
1. Debtor(s) (Last Name First) and address(es) 2. Secured Party(ies) and address(es) For Filing Office (Date, Time, Number, and Filing Office)

Allied Management, Inc.  
1645 Defense Highway  
Crofton, MD 21114

SIEMENS CREDIT CORPORATION  
2201 Corporate Blvd., N.W.  
Boca Raton, FL 33431

SEARCH FEE 11.00  
SECURED TAX 42.00  
POSTAGE .50

4. This financing statement covers the following types (or items) of property:  
The equipment covered under equipment lease agreement # 09601367 between secured party and debtor, including the equipment described below, and all accessories, attachments, replacements, substitutions, modifications, and additions thereto, now or hereafter acquired, and all proceeds thereof (including insurance proceeds).

5. Assignee(s) of Secured Party and Address(es)  
12/24/83

Tel Plus 816 Keyset

Total Amount of Indebtedness \$5,751.00

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected;

Check  if covered;  Proceeds of Collateral are also covered;  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County

*ALLIED MANAGEMENT, INC.*

SIEMENS CREDIT CORPORATION

By: *[Signature]*  
Signature(s) of Debtor(s)

BY *[Signature]*

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1 - 50

STATE OF MARYLAND

Anne Arundel

FINANCING STATEMENT FORM UCC-1

BOOK 524 PAGE 533  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Accutech Corporation  
Address Patapsco Center II, 809-0 Barkwood Court, Linthicum Heights, MD 21090

2. SECURED PARTY

Name General Electric Capital Corporation  
Address 10480 Little Patuxent Parkway, Suite 380, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Matsura 500 Milling Machine, s/n 506204-1-10,  
one (1) Cincinnati #2 Centerless Grinder, s/n 2M2H1R-178,  
one (1) Chevallier Surface Grinder, s/n 02C-4895, *AWB*  
two (2) Mori Seiki SLI CNC Lathes, s/n 385 & 572,  
one (1) Bridgeport Series I 2 J 48" Milling Machine, *AWB*  
s/n BR247258 and one (1) Nardini MS1140E Engine Lathe 230v, s/n BLHESMS537! all more fully described on Collateral Schedule No. One (1) attached hereto and made a part hereof.

Name and address of Assignee  
*AWB RECEIVED FEE 11.04*  
*RECEIVED 01/2 1985 TUB 428*  
*01/24/85*

Recordation Tax of \$132.00 paid on balance of \$39,994.30 to state of MD.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*[Signature]*  
The Accutech Corporation  
(Signature of Debtor)  
Ken Lewis, Treasurer  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

General Electric Capital Corporation  
*[Signature]*  
(Signature of Secured Party)  
Alice L. Bush  
Type or Print Above Signature on Above Line

*1105*

COLLATERAL SCHEDULE NO. One (1)

THIS COLLATERAL SCHEDULE NO. One (1) is annexed to and made a part of that certain Security Agreement dated 3/17/88 between General Electric Capital Corporation as Secured Party and The Accutech Corporation as Debtor and describes collateral in which Debtor has granted Secured Party a security interest in connection with the Indebtedness (as defined in the Security Agreement) including without limitation that certain Promissory Note dated 3/17/88 in the original principal amount of \$39,994.30.

<u>Description</u>	<u>Year/Model</u>	<u>Serial Number</u>	<u>Location</u>
Matsura Milling Machine including but not limited to the following:	model 500		Linthicum Hgts, MD
two (2)		D-60-45 Work Stop Assembly for a Kurt 6 inch vise	
two (2)		D-60 Kurt 6 inch anglock vise, matched	
twenty-nine (29)		end mill holders	
four (4)		end mill holders	
twenty-three (23)		pull studs	
		miscellaneous tools	

together with all attachments, accessories and additions now or hereafter attached thereto and made a part thereof.

SECURED PARTY:  
GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

0289D

DEBTOR:  
The Accutech Corporation

By: [Signature]

Title: Treasurer

Date: 3/17/88

BOOK 524 PAGE 535

Instructions for filing:  
1. This form is to be filed with the original financing statement and a copy of the financing statement.  
2. This form is to be filed with the original financing statement and a copy of the financing statement.  
3. This form is to be filed with the original financing statement and a copy of the financing statement.  
4. This form is to be filed with the original financing statement and a copy of the financing statement.  
5. This form is to be filed with the original financing statement and a copy of the financing statement.  
6. This form is to be filed with the original financing statement and a copy of the financing statement.  
7. This form is to be filed with the original financing statement and a copy of the financing statement.  
8. This form is to be filed with the original financing statement and a copy of the financing statement.  
9. This form is to be filed with the original financing statement and a copy of the financing statement.  
10. This form is to be filed with the original financing statement and a copy of the financing statement.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) AUTOMETRIC, INC. 5205 LEESBURG PIKE, SUITE 1308 SKYLINE 1 FALLS CHURCH, VA 22041	2. Secured Party(ies) and address(es) BANK OF NEW ENGLAND ONE WASHINGTON MALL BOSTON, MA 02109 EQUIPMENT FINANCE	For Filing Officer (Date, Time and Filing Office)  RECORD FEE 44.00 FILED 07/03/86 11:54Z 3/24/86
4. This statement refers to original Financing Statement bearing File No. <u>BOOK 499 PAGE 462 ID 262594</u> Filed with <u>Anne Arundel Cty., MD.</u> Date Filed <u>July 3</u> 19 <u>86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. Assigned to: SNET Credit Inc.  
135 College St.  
New Haven, CT 06510

DESCRIPTION OF COLLATERAL: SEE ATTACHED SCHEDULE OF EQUIPMENT No. of additional Sheets presented: 10

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 By: John J. Caruso B.O. Signature(s) of Secured Party(ies)  
 (1) Filing Office Copy - Alphanumeric  
 STANDARD FORM - FORM UCC-3  
 4400



Leasing Concepts, Inc.

BOOK 524 PAGE 538

SCHEDULE OF EQUIPMENT

Page 1 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
SUITE 470  
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		<b>RECEPTION</b>	
1	Spec. 1FCR/I w/2CCI w/9C18 w/TL w/2SR	LUI - Curved Reception Desk with right typing height surface; left desk height surface; left desk height return with lateral file pedestal; task light; tray/box/file pedestal on casters with stationary rack. Finish: Nevamar S-3-23T color - Graphite Blue	
1	WSI8500	Workspace Intl. - Secretarial Chair with seat height adjustment. Finish: Brown Upholstery: Sand	
2	F800-56	Mueller - Loveseat Size: 56"W x 28"D x 26"H Upholstery: "Trellage" #MU-1105 color - Glacier	
1	302-C	DIA - Pivot Top Cocktail Table Finish: Mirror Chrome with 1/4" clear glass.	
		<b>BACK OFFICES</b>	
6	BLTRA 3672	Biltrite - Conference Double Pedestal Desk. Size: 36" x 72" Finish: Dark Oak	



Leasing Concepts, Inc.

BOOK 524 PAGE 537

SCHEDULE OF EQUIPMENT

Page 2 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
SUITE 470  
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
6	G10	Amotek - Low Desk Chair with arms. Size: 24.5"W x 24.5"D x 35"H (Inside 19.5"W x 19"D) Finish: Black Upholstery: "Charlotte" #53 color - Clover	
3	1548	Hale - Bookcase Size: 36" x 12" x 48" Finish: Dark Oak	
3	2T642 DO	LUI - CRT Table Size: 42" x 24" Finish: Dark Oak	
3	G-50	Amotek - Operator's Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
6	G-34	Amotek - Guest Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	



Leasing Concepts, Inc.

## SCHEDULE OF EQUIPMENT

Page 3 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
 SUITE 470  
 LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
<b>INTERVIEW ROOM</b>			
1	R6948 4800	Chromcraft - Surf Shape Conference Table with panel legs. Size: 84" x 42" Finish: Heritage Oak	
8	100/ 200	Kinetics - Conference Chair Finish: KK-18, Almond (Frame) Upholstery: #Kn-21, Steel	
<b>SECURITY OFFICE</b>			
2	RA18 SU	Biltrite - Secretarial Desk with return. (One right and one left return) Size: 30" x 60" Finish: Dark Oak	
2	G-50	Amotek - Operator's Chair. Size: 24.5"W x 24.5"D x 35"H Finish: Black Upholstery: "Charlotte" #53 color - Clover	
2	G-34	Amotek - Guest Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	



Leasing Concepts, Inc.

BOOK 524 PAGE 539

SCHEDULE OF EQUIPMENT

Page 4 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
SUITE 470  
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		<b>CONFERENCE ROOM</b>	
1	Spec.	Kinetics - U-shaped Conference Table consisting of: (1) 36"x60" rectangular sections; (2) 36"x36" radius corner sections; (2) 36"x60" racetrack sections. Size: 3' x 11' x 8' Finish: Red Oak top with KK-50 Kintone Vinyl edge with KK-50 Kintone base.	
16	7090	Amotek - Conference Chair, swivel. Size: 23.75"W x 23.75"D x 31.75"H (Inside 19.5"W x 17"D) Finish: Black Upholstery: "Charlotte" #41 color - Crystal Blue	
1	RW48	Egan Visual - Visual Aid Cabinet with white board, projection screen, tackable panels, flipchart. Size: 48" x 48" Finish: Light Oak (Installation not included)	
1	L560	Qrayvisual - Table Top Lecturn Size: 23"W x 19"D x 20.5"H Finish: Light Oak Laminate	



Leasing Concepts, Inc.

BOOK 524 PAGE 540

SCHEDULE OF EQUIPMENT

Page 5 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
SUITE 470  
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		<b>EXECUTIVE OFFICE</b>	
1	RAE X	Biltrite - Single Pedestal Desk with executive height left return. Size: 36" x 72" w/20"x48" return. Finish: Dark Oak	
1	1548	Hale - Bookcase. Size: 36" x 12" x 48"H Finish: Dark Oak	
1	X831 60001	Chromcraft - Executive Chair. Finish: Mirror Chrome Upholstery: Beige Grey Andes	
2	X837 60901	Chromcraft - Guest Chair. Finish: Mirror Chrome Upholstery: Beige Grey Andes	
1	251BN	Biltrite - Conference Table, wood vener. Size: 44" Diameter Finish: Mellow Oak	
4	43005	DE - Conference Chair, Sled Base. Finish: Dark Oak	



Leasing Concepts, Inc.

BOOK 524 PAGE 541

SCHEDULE OF EQUIPMENT

Page 6 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
SUITE 470  
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		<b>CLYDE CRAIG'S OFFICE</b>	
1	N-48	Executive - Bookcase. Size: 48"H Finish: Medium Oak	
1	N2510	Executive - Conference Desk Size: 72" x 36" Finish: Medium Oak with wood top.	
1	N2514 -72- KSCD	Executive - Kneehole Credenza with keyboard drawer. Size: 72" x 20" Finish: Medium Oak with wood top.	
1	8078	Taylor - Sofa Size: 78"W x 33.5"D x 31"H Upholstery: Blue/tan check.	
1	251BN	Biltrite - Conference Table, wood veneer. Size: 44" Diameter Finish: Mellow Oak	
		<b>ADDITIONAL FURNITURE</b>	
2	3504	Mill - Guest Chair Finish: Dark Oak Upholstery: Beige	



Leasing Concepts, Inc.

BOOK 524 PAGE 542

SCHEDULE OF EQUIPMENT

Page 7 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
SUITE 470  
LINTHICUM, MD 21090

<u>QUANTITY</u>		<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
3	Spec.		<p><b>OPEN AREA I</b></p> <p>Panel Concepts - Workstations consisting of:</p> <p>60"H Electrical Panels with 3 duplex outlets.</p> <p>1 - 48" Worksurface at desk height.</p> <p>1 - Corner terminal surface at typing height.</p> <p>*1 - 36" Worksurface at typing height.</p> <p>1 - Pedestal with two box/one file drawers.</p> <p>1 - Open shelf over corner terminal surface (one side)</p> <p>1 - Fabric surface flipper door cabinet over 48" surface.</p> <p>1 - Task light under flipper door cabinet.</p> <p>Support legs and brackets as required.</p> <p>Finishes: Fabric - Wedgewood Trim - Putty Worksurface - Oak (Installation not included)</p>	
4	Spec.		<p><b>OPEN AREA II</b></p> <p>Panel Concepts - Workstations, same basic description as Open Area I (Installation not included.)</p>	
4	M116		<p>Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika</p>	



Leasing Concepts, Inc.

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SCHEDULE OF EQUIPMENT

Page 8 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
SUITE 470  
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
3	M116	Amotek - Operator's Chair with arms. Size: 24.5"W x 24.5"D x 39"H (Inside 19"W x 17.5"D) Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
		OPEN AREA I - Secretarial	
1	RA18SU (R)	Bilrite - Secretarial Desk, right return. Finish: Dark Oak	
1	M115	Amotek - Operator's Chair Size: 24.5"W x 24.5"D x 39"H Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
3	55-51- 136-0	Artopex - Five Tier Lateral File with receding doors/roll-out shelves in top four sections, pull- out drawer in bottom section. Dividers in top tier only; hanging folder bars in other four tiers. Size: 36" x 18" x 65.5"H Finish: Tan	



Leasing Concepts, Inc.

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SCHEDULE OF EQUIPMENT

Page 9 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
SUITE 470  
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		<b>OPEN AREA III</b>	
2	Spec.	Panel Concepts - Workstation, same basic description as Open Area I. (Installation not included)	
2	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
		<b>OPEN AREA IV</b>	
4	Spec.	Panel Concepts - Workstation, same basic description as Open Area I. (Installation not included)	
4	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
		<b>OPEN AREA V</b>	
4	Spec.	Panel Concepts - Workstation, same basic description as Open Area I. (Installation not included.)	
4	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	



Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

Page 10 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.  
 SUITE 470  
 LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		<b>OPEN AREA VI</b>	
1	Spec.	Panel Concepts - Non-electrified panel to create office for manager. Size: 8' x 9' in panels. (Installation not included.)	
1	N254	Executive - Double Pedestal Desk Size: 30" x 66" Finish: Medium Oak	
1	N2514- KSCD	Executive - Kneehole Credenza with keyboard drawer. Size: 20" x 66" Finish: Medium Oak	
1	G-10	Amotek - Low Desk Chair with arms. Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
2	G-34	Amotek - Guest Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	

STATE OF MARYLAND

Anne Arundel County

BOOK 524 PAGE 546

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261889

RECORDED IN LIBER 496 FOLIO 222 ON 5/20/86 (DATE)

1. DEBTOR

Name H.H.S Associates, Inc. T/A Brown's Hyundai City

Address 7167 Ritchie Highway Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First National Bank of Md.

Address 6704 Curtis Court Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above  
Century Credit Corporation 901 Elkridge Landing Rd. Suite 200  
Linthicum Md. 21090 Attn: L. Glassman

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Termination

Dated

4/30/87

First National Bank of Maryland

By: *[Signature]*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

10750

10-06-8  
24-12-86 198  
272100

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT  
STATE OF MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION

DATE: March 8, 1988

( ) Not Subject to Recordation Tax

(XXX) Subject to Recordation Tax of \$ 88.00 each county  
Taxable Amount of Debt \$ 20,000.00

A similar financing statement has also been recorded with the Clerk of Court, Anne Arundel and Queen's Anne with the recording fees of \$100.50 Anne Arundel County and \$100.50 Queen's Anne County

NAME OF DEBTOR (S): Nubig, Inc.  
T/A Mattress Store

ADDRESS: P.O. Box 1000  
Stevensville, MD 21666

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORDING FEE 17.00  
MAY 26 11 57 AM '88  
AH 3/24/88

DEBTOR(S):  
Nubig, Inc.  
T/A Mattress Store  
(Company Name)

BY: [Signature]  
William Haig, President

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]  
(Authorized Signature)

Paul R. O'Connell, Vice President  
(Type Name and Title)

NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.

10

5/24/89

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$1,171,000.....

1. Name of Debtor(s): Entech, Inc.  
 Address: 1651 Crofton Blvd. Site 14  
 Crofton, MD 21114

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: 8701 Georgia Avenue  
 Silver Spring, Maryland 20910

RECORDING FEE 11.00  
 REPLY TAX 140.00  
 POSTAGE .80  
 TOTAL DUES AND FEES 1551.82

3. This Financing Statement covers the following types (or items) of property:  
 ongoing security agreement with accounts receivable, inventory, & equipment now in existence or hereafter acquired.

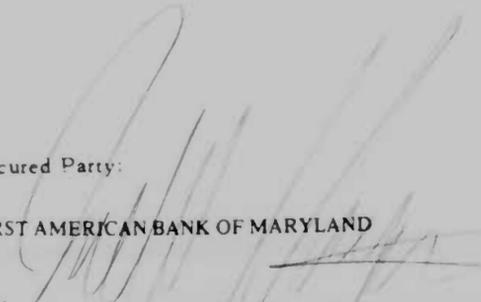
5/24/89

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): Entech, Inc. BY:  
 Michael E. Hill VICE PRESIDENT  
 .....  
 1651 Crofton Blvd. Site 14  
 Crofton, MD 21114

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND  
 By:   
 Michael G. Livingston, Senior Branch Officer  
 Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11- 140- 20

THERE IS NO SPECIFIC EQUIPMENT TO BE RECORDED AT THE TIME OF THE EXECUTION OF THE SECURITY AGREEMENT AND/OR FINANCING STATEMENT. IF THERE ARE ANY QUESTIONS: ALAN HILTON 347-6580 FNB IN HOUSE COUNSEL

272103

Debtor or Assignor Form  
Anne Arundel County MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	THE FIRST NATIONAL BANK OF MARYLAND
<u>Cyriac &amp; Mundra, M.D., P.A.</u>	Attn: Gail Zickafoose, 101-560
(Name)	(Name of Loan Officer)
<u>14 Wellham Ave., Suite 101</u>	<u>P.O. Box 1596</u>
(Address)	(Address)
<u>Glen Burnie, Maryland 21061</u>	<u>Baltimore, Maryland 21203</u>

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

1) All of the now owned and hereafter acquired machinery, (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Accounts, Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORDING FEE 11.00  
POSTAGE .50  
REPTING DATE 03/24/89

Record Owner, if different from the Debtor \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Cyriac &amp; Mundra, M.D., P.A.</u> (Seal)	_____ (Seal)
<u><i>Cyriac &amp; Mundra</i></u> (Seal)	_____ (Seal)
(Signature)	(Signature)
<u>Chackumkal V. Cyriac, Vice President</u>	_____
(Print or Type Name)	(Print or Type Name)

11.50

202133

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Homestead Mortgage, Inc.  
Address: Suite 207, The Horizon  
8028 Ritchie Highway  
Pasadena, Maryland 21122

\$21,300.00

2. Name of Secured Party: Annapolis Banking & Trust Company  
Address: P.O. Box 311  
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 11.00  
POSTAGE .50  
MAY 27 1983  
BY CLERK 11-28-83

4. This Financing Statement covers the following types (or items) of property:  
Various office equipment now owned or hereafter acquired.  
( partial list attached )

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Debtor(s):  
Homestead Mortgage, Inc.  
By: *Natalie T. Kuhn*  
Natalie T. Kuhn

Secured Party:  
Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By: *William A. Busik*  
(Authorized Signature)

William A. Busik, Asst. Vice Pres.  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11  
52

Quantity	Item ID	Description	Unit Price	Total Price
3	02c-125885 02c-125674 still need	Xerox Typewriter	499	1497
4	9250783 9231483 9250782 still need	Casio DL220 Calculator	59	236
2	7901 6160HD	Gray Sec Chair Processing	99	198
1	OPE1872/6040	Sec Desk Processing	299	299
1	10741 6100MR	conf Desk Dot	299	299
1	CH3921/6100	Conf Desk Tom	659	659
1	CH3994/6280	Credenza Tom	269	269
4	7902 6160HD	Sec Chair	105	420
2	434L 6340NB	Vertical File Cabinet L&D	199	398
4	TLATA 6130	Executive Chair conference	89	356
2	still need	Tom's Side Chairs	299	598
2	still need	Love Seat Tom	756	1512
1	still need	Conference Table Board Room	409	409
3	still need	Wall Units Board Room	399	1197
8	still need	Board Room Chairs	270	2160
3	still need	Vertical File Cabinets	199	597
2	still need	Xerox Room Tables	40	80
1	still need	Copy Machine	5000	5000*
2	still need	48" Round Tables	100	200
3	still need	Horizontal File Cabs process	225	675
1	still need	Computer Furniture	600	600
1	still need	Table for Tom's Office	150	150
6	still need	Desk Roller Mats	20	120
SUBTOTAL				17,929
5% SALES TAX				896.45
TOTAL				<u>18,825.45</u>

*Copy Machine - 5,000  
Dashed*

272459

524 PAGE 552

To Be Recorded In The Land  
Records And In The Chattel  
Records Of Anne Arundel  
County, And In The Financing  
Statement Records Of The  
State Department Of  
Assessments and Taxation.

Subject To Recording Tax On  
Principal Amount Of  
\$1,300,000.00 Which Was Paid  
To The Clerk Of The Circuit  
Court Of Anne Arundel County  
Upon The Filing Of A Deed Of  
Trust.

FINANCING STATEMENT  
(Maryland-U.C.C.-1)

1. DEBTOR: RIVA-WEST JOINT VENTURE  
2098 Generals Highway  
Annapolis, Maryland 21041
  
2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL,  
F.S.A.  
300 East Lombard Street  
Baltimore, Maryland 21202  
Attention: Commercial Real  
Estate Division
  
3. This Financing Statement covers and the Debtor grants and  
conveys to the Secured Party a security interest in and to  
the following:
  - a. All plant, equipment, apparatus, machinery, fittings,  
appliances, furniture, furnishings, and fixtures, and  
other chattels and personal property and replacements  
thereof (exclusive of any inventory held for sale or  
resale by the Debtor), now or at any time hereafter  
affixed or attached to, incorporated in, placed upon,  
or in any way used in connection with the current or  
future utilization, enjoyment, occupation, or operation  
of the below referred to real property (hereafter, the  
"Real Property"), including by way of example and not  
by way of limitation, all lighting, heating,  
ventilating, air conditioning, incinerating,  
sprinkling, laundry, lifting and plumbing fixtures and  
equipment, water and power systems, loading and  
unloading equipment, burglar alarms and security  
systems, fire prevention and fire extinguishing systems  
and equipment, engines, boilers, ranges, refrigerators,  
stoves, furnaces, oil burners or units, communication  
systems and equipment, dynamos, transformers, motors,  
tanks, electrical equipment, elevators, escalators,  
cabinets, partitions, ducts, compressors, switchboards,  
storm and screen windows and doors, pictures,  
sculptures, awnings and shades, signs and shrubbery.

3200  
/ 10

CK 03/28/08

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of three (3) pages.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

WITNESSES

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

THE DEBTOR:

RIVA-WEST JOINT VENTURE,  
A Maryland General Partnership

By: [Handwritten Signature] (SEAL)  
Robert W. Douglas,  
General Partner

By: [Handwritten Signature] (SEAL)  
John B. Crowe,  
General Partner

By: [Handwritten Signature] (SEAL)  
Myra A. Crowe,  
General Partner

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Patrick Ash  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (LAC) 6958

RCF:DIR  
R6958.FS

All those two parcels of land situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the first at the intersection formed by the northwest right-of-way line of Riva Road as shown on Anne Arundel County Department of Public Works Plat 7 of 8, entitled "Riva Road, Bausum Road to Maryland Route 450", with the division line between Lot No. 26 and Lot No. 27 as shown on the plat entitled "Part of the Palmer Tract" and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 34, folio 119;

THENCE from the place of beginning so fixed, leaving said Riva Road and running with part of said division line, with meridian referred to Annapolis Grid North, North 37 degrees 53' 30" West 164.95 feet;

THENCE leaving Lots No. 26 and 27 and running for a new division line across part of Lot No. 23, as shown on said plat, North 23 degrees 23' 30" East 126.16 feet;

THENCE North 60 degrees 47' 08" West 17.90 feet to a point of curve;

THENCE with the arc of a curve to the right having a radius of 30.0 feet, a chord of North 19 degrees 33' 02" West 39.55 feet for an arc length of 43.18 feet to intersect the south right-of-way line of Maryland Route #450, as shown on the State Roads Commission Plat No. 26465;

THENCE running with said right-of-way line, South 68 degrees 16' East 13.01 feet;

THENCE leaving the right-of-way line of Maryland Route #450 and running with the right-of-way line of an unnamed road connecting Maryland Route #450 with Riva Road, and as shown on Plat 8 of 8, Anne Arundel County Department of Public Works Plat, South 16 degrees 01' 30" West 7.64 feet;

THENCE continuing with the right-of-way line of said unnamed connecting road along a regular curve to the right having a radius of 134.0 feet, a chord of South 49 degrees 38' 08" East 113.47 feet for an arc distance of 117.17 feet to a point of tangency;

THENCE continuing with said right-of-way line, South 24 degrees 45' 01" East 85.95 feet to a point of curve;

THENCE with the arc of a curve to the right having a radius of 89.59 feet, a chord of South 13 degrees 48' 38" West 111.69 feet for an arc length of 120.59 feet to a point of tangency on

the northwest side of Riva Road;

BOOK 524 PAGE 557

THENCE with the northwest right-of-way line of Riva Road as shown on the above mentioned County Plat, South 52 degrees 22' 16" West 32.42 feet to the place of beginning.

CONTAINING 25,660 square feet, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in January 1970.

BEING part of Lots No. 23, 25 and 26 as shown on the plat entitled "Part of the Palmer Tract" and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 34, folio 119.

BEING part of three conveyances to Frank W. Wilde and Doris R. Wilde, his wife, and John C. Kalavritinos and Vivian Kalavritinos, his wife, by deeds as follows:

1. Dated July 15, 1964, from Daniel E. Keller and Margaret Keller, his wife, and recorded in Liber L.N.P. 1773, folio 157, conveying Lot No. 26.
2. Dated July 15, 1964, from Sylvia L. Marston and recorded in Liber L.N.P. 1773, folio 165, conveying Lots No. 22 and 23.
3. Dated July 15, 1964, from Sylvia L. Marston and recorded in Liber L.N.P. 1773, folio 175, conveying Lots No. 21 and 25.

The above described 25,660 square foot parcel being subject to: (a) revertible slope easements as shown on Anne Arundel County Department of Public Works Plats 7 and 8 of 8 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2273, folio 242; (b) easement area as shown on the State Roads Commission Plat No. 26465; and (c) easements, rights and covenants granted and reserved in a Deed from Frank W. Wilde, et al, to The English Company dated July 20, 1970, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2354, folio 253.

BEGINNING for the second at a point in the south right-of-way line of Maryland Route 450 as shown on the State Roads Commission Plat No. 26465; said point being located South 71 degrees 45' 50" East 90.20 feet from the intersection formed by the said right-of-way line with the division line between Lots No. 20 and 21, as shown on the plat entitled "Part of the Palmer Tract" and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 34, folio 119;

THENCE from the place of beginning so fixed and running with the south right-of-way line of Maryland Route 450 as shown on said State Roads Commission Plat and with courses referred to Annapolis Grid North, South 71 degrees 45' 50" East 6.65 feet to a bend in said right-of-way line;

THENCE continuing with said right-of-way line, South 64 degrees 16' East 8.36 feet;

THENCE leaving said right-of-way line and running with the arc of a curve to the left having a radius of 30.0 feet, a chord of South 19 degrees 33' 02" East 39.55 feet for an arc length of 43.18 feet to a point of tangency;

THENCE South 60 degrees 47' 08" East 17.90 feet;

THENCE South 23 degrees 20' 30" West 15.08 feet;

THENCE North 60 degrees 47' 08" West 19.43 feet to a point of curve;

THENCE with the arc of a curve to the right having a radius of 45.0 feet, a chord of North 19 degrees 47' 56" West 59.03 feet for an arc length of 64.38 feet to the place of beginning.

CONTAINING 1,088 square feet, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in January 1970.

BEING part of Lot No. 22 and part of Lot No. 23 as shown on the plat entitled "Part of the Palmer Tract" and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 34, folio 119.

BEING part of the conveyance from Sylvia L. Marston to Frank W. Wilde and Doris R. Wilde, his wife, and John C. Kalavritinos and Vivian Kalavritinos, his wife, by deed dated July 15, 1964, and recorded among the said Land Records in Liber L.N.P. 1773, folio 165.

The above described 1,088 square foot parcel being subject to: (a) easement area as shown on the State Roads Commission Plat No. 26465; and (b) easements, rights and covenants granted and reserved in a Deed from Frank W. Wilde, et al, to The English Company dated July 20, 1970, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2354, folio 253.

Being the same property conveyed to the above Debtor, by Deed dated March 22, 1988 from John B. Crowe and Myra A. Crowe, his wife, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior to the recordation of this DEED OF TRUST.

TOGETHER WITH all right, title and interest of the Debtor in and to that certain Deed of Easement and Agreement dated March 10, 1988, by and among John B. Crowe, Myra A. Crowe, his wife, and Robert W. Douglas and Shirley A. Douglas, his wife, and Second National Federal Savings Bank, as grantors, and the above GRANTOR, being also recorded or intended to be recorded immediately prior hereto, among the aforementioned land records.

Mail to

Gebhardt  
Smith

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

UCC-1

BOOK 524 PAGE 559

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: James E. Skelton T/A Skelton Racing  
(Name or Names)  
225 N. Hammonds Ferry Road, Linthicum, MD 21090  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8767 Satyr Hill Road, Baltimore, MD 21234  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: Harbor Federal Savings & Loan Assn.  
(Name or Names)  
3200 Eastern Ave., Baltimore, MD 21224  
(Address)

4. This Financing Statement covers the following types (or items) of property:

- One - 1986 Chevrolet 1 Ton Dual Rear Tire Crew Cab Pick-Up  
S/N 1GCHC33W9GS131163
- One - 1987 Duralite Pro Trailer, 28', Enclosed Gooseneck  
S/N 1D9V02825GB088014

RECORDING FEE 15.00  
NOTARIAL FEE 2.00  
TOTAL 17.00  
3-23-88



We hereby certify that proper filing has been made with the MVA.

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
James E. Skelton T/A Skelton Racing  
By: James E. Skelton (Title)  
James E. Skelton  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corp.  
By: Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: Secured Party  
12/30

TERMINATION STATEMENT

Original Financing  
Statement #218081

This Termination Statement is presented for filing pursuant to Section 9-404 of the Commercial Law Article of the Annotated Code of Maryland. The original Financing Statement, #218081, is located in the Financing Statement Records of Anne Arundel County, Maryland at Liber 388, folio 359.

Debtor: Refuse Removers, Inc.  
308 Chinguapin Round Road  
Annapolis, MD 21401

Secured Party: Real Estate Investors  
Corporation of Maryland  
1919 West Street  
Annapolis, MD 21401

Date of Original  
Filing: June 30, 1978

The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Dated: 3/1/88

Alan J. Hyatt  
Trustee for Secured Party

tshyatt.nom

RECORD FEE 10.00  
SURFACE 4.00  
SEARCH FEE 12.00  
TOTAL 26.00  
BL  
CLERK

10.00

STATE OF MARYLAND

FINANCING STATEMENT FORM 5001

524 PAGE 561  
Identifying File No.

2772100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,000 -

If this statement is to be recorded in land records check here.

Recordation Tax has been paid at the State (#080707213 3/10/88)  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR FILED WITH: Financing Statement Records of Anne Arundel County

Name Hofheimer's, Inc.  
Address 4557 Progress Road, Norfolk, Virginia 23502

2. SECURED PARTY

Name Sovran Bank, N.A.  
National Accounts Department  
Address One Commercial Place, Norfolk, Virginia 23510  
Jeffrey W. Breeser, WILLCOX & SAVAGE, P.C.  
1800 Sovran Center, Norfolk, Virginia 23510  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
All of debtor's equipment, inventory, accounts, and general intangibles, including, without limitation, all types and items of property described in Exhibit B, attached, whether now owned or after acquired; all chattels, fixtures, and other articles of personal property now owned or after acquired and placed on or used in connection with the real estate described in Exhibit A, attached.

Name and address of Assignee  
RECORD FEE 25.00  
WILLCOX & SAVAGE 1800 SOVRAN CENTER NORFOLK VIRGINIA 23510

Name of Record Land Owner: Parole Shopping Center

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

HOFHEIMER'S, INC.

By: [Signature]  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

25,000

W 3505



## EXHIBIT A

PARCEL ONE: Description of Real Estate

ALL THAT certain lot, piece or parcel of land with the appurtenances thereunto belonging, situate, lying and being in the City of Portsmouth, Virginia, more particularly bounded and described as follows, to-wit: Beginning at a point marked by a new cross at the Southeast intersection of High Street and Middle Street (now Middle Street Mall); thence running along the South side of High Street North 87 Degrees 03' 58" East 74.66 feet to the Western boundary line of property formerly belonging to Citizens Trust Company; thence running South 03 Degrees 23' 38" East 113.66 feet to a pin; thence running South 66 Degrees 57' 12" West 74.24 feet to a point on the East side of Middle Street (now Middle Street Mall); thence running North 03 Degrees 36' 21" West 113.81 feet to the point of beginning; being shown as Parcel 9 on that certain plat entitled, "Physical Survey of Parcel 9, Portsmouth Redevelopment and Housing Authority, Urban Renewal-Crawford Renewal Project VA R-53, City of Portsmouth, Virginia" made by R. Kenenth Weeks, Engineers, dated March 5, 1971.

IT BEING the same property conveyed to Hofheimer's Inc. by deed from Portsmouth Redevelopment and Housing Authority dated October 26, 1971 and recorded October 26, 1971 in Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Deed Book 583 at page 230.

## PARCEL TWO:

ALL THAT certain lot, piece or parcel of land, with the improvements thereon, and the appurtenances thereunto belonging, lying, situate and being in the Lynnhaven Borough of the City of Virginia Beach, Virginia, being known, numbered and designated as Lot Twenty-six (26) and an undivided 1/53rd fee simple interest in and to "Parcel A" as shown on the plat entitled "Subdivision of Sylvan Lake", dated April 22, 1977, made by Engineering Services, Inc., Virginia Beach, Virginia, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 128, at page 16, reference to which plat is hereby made for a more particular description of said lot.

IT BEING the same property conveyed to Hofheimer's Inc. by deed from Stephen C. Wilhoit and Jennifer Burton Wilhoit, husband and wife, dated August 7, 1985 and recorded August 20, 1985 and in aforesaid Clerk's Office in Deed Book 2435 at page 1408.

## PARCEL THREE:

ALL THAT certain lot, piece or parcel of land containing approximately 7.0057 acres of land and shown on that certain plat entitled "Plat Showing Property In Northern Part Of Section 3, Norfolk Industrial Park To Be Sold By City Of Norfolk, Va., To Hofheimer's, Inc., Scale 1" = 100', Nov., 1973 Division of Surveys, Department of Public Works, Norfolk, Va." said property being more particularly described as follows:

Beginning at a point in the new southern line of Princess Anne Road, said point being distant, North 85 Degrees 49' 55" E, 240.93 feet from the intersection of the prolongation northwardly of the eastern line of Azalea Garden Road, and the prolongation westwardly of the new southern line of Princess Anne Road, as shown on the aforesaid plat; thence along the new southern line of Princess Anne Road, North 85 Degrees 49' 55" E, 420.0 feet to a point; thence continuing northeastwardly along the said line of Princess Anne Road, which follows the arc of a curve to the left, the radius of which is 1512.9 feet, an arc distance of 49.17 feet to a point; thence along a line, South 6 Degrees 1' 49" E, 245.54 feet to a point; thence along a line, South 28 Degrees 07' 40" E, 259.83 feet to the northern line of Progress Road; thence along the last mentioned line, South 61 Degrees 52' 20" W, 535.0 feet to a point; thence along a line, North 28 Degrees 07' 40" W, 230.89 feet to a point; thence along a line, North 4 Degrees 10' 05" W, 488.32 feet to the point of beginning.

IT BEING the same property conveyed to Hofheimer's, Incorporated by deed from the City of Norfolk, a municipal corporation, dated November 26, 1976 and recorded in the aforesaid Clerk's Office in Deed Book 1377 at page 73.

Leasehold PropertiesPARCEL 1

All that certain lot, piece or parcel of land, together with all of the buildings and improvements thereon and all of the rights, privileges and appurtenances thereunto belonging, lying, situate and being on the south side of West Little Creek Road (formerly Sewells Point Road), in the City of Norfolk, Virginia, consisting of parts of lots Nos. Sixteen (16) and Nineteen (19), as shown on the "Map of Pinehurst", made by Jno. M. Baldwin, C. E., March 13, 1923, a copy of which said plat is duly of record in the Clerk's Office of the Corporation Court of the City of Norfolk, Virginia, in Map Book 5, at page 15, the said parts of lots, taken as a whole, being more particularly bounded and described as follows, to-wit:

Beginning at a point marked by a pin located in the southern line of West Little Creek Road, which said point is distant 102.2 feet along said southern line from its intersection with the western line of Granby Street, as now constituted, and from said point of beginning running thence westerly, along said southern line of West Little Creek Road, a distance of 118.3 feet to a point in said southern line where it is intersected by the dividing line between lots Nos. Fifteen (15) and Sixteen (16), as shown on said plat, which said point is marked by a pin; thence southerly, along the dividing line between said lots Nos. Fifteen (15) and Sixteen (16), and along the dividing line between lots Nos. Nineteen (19) and Twenty (20), as shown on said plat, a distance of 200.00 feet to a point in the northern line of Burleigh Avenue, which said point is marked by a pin; thence easterly along said northern line of Burleigh Avenue, a distance of 89.50 feet to a drilled hole in the top of a brick column, which said point is in the western line of the property now or formerly belonging to John H. Tegg et als.; and thence northerly, along the western line of said property now or formerly of Tegg et als, a distance of 202.07 feet, more or less, to the point of beginning aforesaid.

PARCEL 2

All those certain lots, pieces or parcels of land in the City of Norfolk, Virginia, known, numbered and designated as part of Lots 16, 17, 18 and 19, on the Plat of Pinehurst, duly of record in the Clerk's Office of the Corporation Court of the City of Norfolk, Virginia, in Map Book 5, at page 15, and more particularly described as follows:

Beginning at the northeast corner of the intersection of the present western line of Granby Street with the southern line of West Little Creek Road (formerly Sewells Point Road) and running thence westerly along the southern line of West Little Creek Road 102.2 feet, more or less, to a point, thence southerly 202.06 feet, more or less, to the point in the northern line of Burleigh Avenue which is at the intersection of the dividing line between Lots 18 and 19 on said Plat, thence in an easterly direction 102.2 feet, more or less, along the northern line of Burleigh Avenue to its intersection with the western line of Granby Street, thence northerly along the present western line of Granby Street, to the point of beginning.

EXHIBIT A (continued)

Locations of Occupancy Leases

Store #    Location

Maryland Stores

1301        Annette Kreegan Mgr.  
            Frederick Towne Mall  
            Old Route 40  
            Frederick MD    21701  
            (301) 663-3377

1305        Bob Myers Mgr.  
            Parole Plaza  
            Annapolis MD    21401  
            (301) 266-8956

## EXHIBIT B

(a) All of Debtor's inventory, now owned or hereafter acquired, including, without limitation, all goods, merchandise, raw materials, goods in process, finished goods, and all other tangible personal property now owned or hereafter acquired, and held for sale or lease or to be furnished under contracts of service or used or consumed in Debtor's business (all hereinafter referred to as the "Inventory"); all of the Debtor's contract rights pertaining to the Inventory; and the proceeds of all of the foregoing;

(b) All accounts, accounts receivable, instruments, chattel paper, notes, drafts, acceptances, and other forms of obligations and receivables now or hereafter received by or belonging to Debtor for goods sold by Debtor or for services rendered by Debtor; all guarantees and securities therefor; all right, title, and interest of Debtor in the merchandise which gave rise thereto, including the right of stoppage in transit; all rights of Debtor earned or yet to be earned under contracts to sell goods or render services; and the proceeds of all of the foregoing;

(c) All of Debtor's furniture, furnishings, fixtures, leasehold improvements and equipment now owned or hereafter acquired by Debtor, or in which Debtor now has or hereafter acquires any right, title or interest (all hereinafter referred to as the "Equipment"), and all proceeds of the foregoing;

(d) All general intangibles of the Borrower, now owned or hereafter acquired, including, without limitation, all suits, actions, causes of actions and claims of every kind or nature at law or in equity and all contract rights, customer lists, servicing rights, licenses, trademarks, trade names, goodwill, and all claims for income tax refunds and other payments from any local, state or federal governmental authority or agency, and all proceeds of the foregoing; and

(e) All rights of Debtor under any occupancy leases to which it is or becomes a party, including all of those pertaining to the locations at the addresses in Exhibit A.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269484

RECORDED IN LIBER 517 FOLIO 200 ON 9-1-87 (DATE)

1. DEBTOR

Name Northward Corporation

Address 8004 Jumpers Hole Road, Pasadena, MD 21021

2. SECURED PARTY

Name Whirlpool Acceptance Corporation

Address 8220 Wellmoor Court Savage, MD 20763

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Amendment</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Amend collateral to read as follows:  
All inventory now owned or hereafter acquired, in which Whirlpool Acceptance Corporation has or had a purchase money security interest, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

Northward Corporation  
By Reese W. Diggs, Jr.  
signature of debtor  
Reese W. Diggs, Jr.

Dated 3/15/85  
By Joseph Giannattasio  
WHIRLPOOL ACCEPTANCE CORPORATION  
(Signature of Secured Party)  
Joseph Giannattasio, Branch Manager  
Type or Print Above Name on Above Line

1550

*Financing Statement*

*2/27/93*

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

NAME	Street	City	State
1. Debtor(s)			

Baldwin Service Center, Inc.  
41 Defense Highway  
Annapolis, md. 21401

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

BALDWIN SERVICE CENTER, INC.

Secured Party: SOVRAN BANK/MARYLAND

By: *Jeffrey D. Dunaway*

BY: *F. Gregory Baldwin*  
BY: F. Gregory Baldwin, President

Type Name Jeffrey D. Dunaway

Title Assistant Vice President

Type or Print Name and Title of Each Signature

*11/50*

AA. 11 50

### FINANCING STATEMENT

- 1.  To be recorded in the Land Records
- 2.  To be recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Linens For Less, Inc. 1) 8143 Ritchie Highway Pasadena, Maryland 21122 2) 2319 Riva Road Annapolis, Maryland 21401

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles St.  
 Attention: Debra Grimm Baltimore, Maryland 21201  
 Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.
9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors, Linens For Less, Inc.  
 BY: Thomas W. Schulz, President (Seal) \_\_\_\_\_ (Seal)  
 Thomas W. Schulz, President \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7-82)

EQUITABLE BANK N.A.  
 LOAN DOCUMENTATION  
 100 S. CHARLES ST. 3RD FLOOR  
 BALTIMORE, MARYLAND 21201

1750

### FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,550.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Auto Collision, Inc. Address(es) 7706 Race Road Jessup, Md 20794

6. Secured Party Equitable Bank, National Association Address 100 S. Charles St. Baltimore, Maryland 21201  
 Attention: Debra Grimm Documentation Asst.

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

**A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

**B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

**C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

**E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Auto Collision, Inc.  
 BY: Carl Nanney (Seal) \_\_\_\_\_ (Seal)  
Carl Nanney, President (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

11 00  
 35700  
 50

SCHEDULE A

PAGE 524 PAGE 571

This Schedule A is attached to and made a part of a Financing Statement by and between Auto Collision, Inc. ( the "Debtor") and Equitable Bank, National Association ( the "Bank") dated 2/29/88.

SECTION F CONTINUED.

NCR TOWER COMPUTER SYSTEM, consisting of:

NCR Tower 32/600 computer system (computer terminal, printer)  
Serial # 3618942847A

Vehicle Storage Racks

26 Ridg-U-Rak storage racks, cantilever upright model with horizontal and vertical braces.

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 510 Page No. 22  
Identification No. 266734 Dated 3/30/87

1. Debtor(s) { Blumenthal, Wayson, Downs and Offutt, P.A.  
Name or Names - Print or Type  
121 Cathedral Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
Name or Names - Print or Type  
18 West Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

To change the Address of the Debtor from:

80 West Street  
Suite 110  
Annapolis, Maryland 21401

To:

121 Cathedral Street  
Annapolis, Maryland 21401

RECORDED  
INDEXED  
MAR 31 1987  
121-21401



DEBTOR

Harry C. Blumenthal  
(Signature)  
Blumenthal, Wayson, Downs and Offutt,  
Harry C. Blumenthal, President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
Catherine T. Lewis  
(Signature of Loan Officer)  
Catherine T. Lewis, Asst. Vice Pres.,  
(Print Name and Title)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

10.50

aa.60

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 510 Page No. 23

Identification No. 266735 Dated 3/30/87

1. Debtor(s) { Historic Union Limited Partnership  
Name or Names - Print or Type  
121 Cathedral Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
Name or Names - Print or Type  
18 West Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

To change the address of the Debtor from:

P.O. Box 868  
80 West Street  
Annapolis, Maryland 21404

To:

121 Cathedral Street  
Annapolis, Maryland 21401



DEBTOR  
BWDO, Inc. General Partner  
*Harry C. Blumenthal*  
(Signature)  
BWDO, Inc., General Partner  
Harry C. Blumenthal, President

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
*Catherine T. Lewis*  
(Signature of Loan Officer)  
Catherine T. Lewis, Asst. Vice Pres.  
(Print Name and Title)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

1050

220

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 512 Page No. 550  
Identification No. 267804 Dated 6/2/87

1. Debtor(s) { Blumenthal, Wayson, Downs and Offutt, P.A.  
Name or Names - Print or Type  
121 Cathedral Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
Name or Names - Print or Type  
18 West Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

To change the address of the Debtor from:

80 West Street  
Annapolis, Maryland 21401

To:

121 Cathedral Street  
Annapolis, Maryland 21401

RECEIVED  
JUN 10 1987  
FEDERAL RESERVE BANK  
ANNAPOLIS, MARYLAND



DEBTOR

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

*Harry C. Blumenthal, Pres.*  
(Signature)

*Catherine T. Lewis*  
(Signature of Loan Officer)

Blumenthal, Wayson, Downs and Offutt,  
P. A.  
Harry C. Blumenthal, President

Catherine T. Lewis, Asst. Vice Pres.  
(Print Name and Title)

18 West Street  
(Address)  
Annapolis, Maryland 21401

155

22.00

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 511 Page No. 71
Identification No. 267126 Dated 4/21/87

1. Debtor(s) Blumenthal, Wayson, Downs and Offutt, P.A.
121 Cathedral Street, Annapolis, A.A., Maryland 21401

2. Secured Party First National Bank of Maryland
18 West Street, Annapolis, A.A., Maryland 21401

3. Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

To change the address of the Debtor from:

80 West Street
Annapolis, Maryland 21401

To:

121 Cathedral Street
Annapolis, Maryland 21401

Handwritten notes and stamps on the right side of the page.



DEBTOR

Signature of Harry C. Blumenthal
Blumenthal, Wayson, Downs and Offutt
P. A.
Harry C. Blumenthal, President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
Signature of Loan Officer: Catherine T. Lewis
(Print Name and Title)
18 West Street
Annapolis, Maryland 21401

Handwritten initials 'TO' with a checkmark.

Handwritten initials '2000'.

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 505 Page No. 564  
Identification No. 264994 Dated: 12/4/86

1 Debtor(s) { Blumenthal, Wayson, Downs and Offutt, P.A.  
Name or Names - Print or Type  
121 Cathedral Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

2 Secured Party { First National Bank of Maryland  
Name or Names - Print or Type  
18 West Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

3 Maturity Date (if any) \_\_\_\_\_  
4 The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

To change the Address of the Debtor from:  
P.O. Box 868  
80 West Street  
Annapolis, Maryland 21404

To:  
121 Cathedral Street  
Annapolis, Maryland 21401

REGISTRY FEE 10.00  
POSTAGE .50  
TOTAL FEE 10.50  
12/24/86



DEBTOR  
Harry C. Blumenthal  
*(Signature)*  
Blumenthal, Wayson, Downs and Offutt  
P. A.  
Harry C. Blumenthal, President

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
Catherine T. Lewis  
*(Signature of Loan Officer)*  
Catherine T. Lewis, Asst. Vice Pres.  
*(Print Name and Title)*  
18 West Street  
Annapolis, Maryland 21401  
*(Address)*

15.00

all

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 501  
Identification No. 263146

Page No. 367  
Dated 8/6/86

1. Debtor(s) { Blumenthal, Wayson, Downs and Offutt P.A.  
Name or Names - Print or Type  
121 Cathedral Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
Name or Names - Print or Type  
18 West Street, Annapolis, A.A., Maryland 21401  
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The above referenced Financing Statement is amended as follows (attach separate list if necessary)

To change the address of the Debtor from:

80 West Street  
Annapolis, Maryland 21401

To:

121 Cathedral Street  
Annapolis, Maryland 21401



DEBTOR

[Signature]  
(Signature)  
Blumenthal, Wayson, Downs and Offutt,  
P. A.  
Harry C. Blumenthal, President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

[Signature]  
(Signature of Loan Officer)  
Catherine T. Lewis, Asst. Vice President  
(Print Name and Title)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

15.00

Q.A.C.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 11/4/87, Schedule # 01, dated 11/16/87 between Assignor as Lessor and LEASE ACCOUNT # 401178 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated March 9, 1988 between Assignor and Assignee:

See attached equipment list

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1367

EQUIPMENT LIST

- 21 (twenty-one) #975 Elite Hydraulic Styling Chairs w/Brass and Beige 5 Star Bases and 040 Beige Vinyl
- 5 (five) #975 Backwash Shampoo Units, Pietranera, cmpt w/Ceramic Bowl Fixtures and Housing
- 5 (five) Super Air Dryers on Stand
- 5 (five) Prestige Dryer Banketts
- 3 (three) Halagen Belmont Infra-Red Lamps
- 4 (four) Nail Vent Electrodon Manicure Tables
- 16 (sixteen) #8201 Customer Chairs, 4/Manicure, 12/Reception
- 6 (six) Ergo Stools with Back, 4/Manicure, 2/Desk
- 1 (one) FML Facial Chairs
- 1 (one) D 2000 complete Skin Care Center, to include: Vaporizer, Vac Spray, Hi-Frequency, Galvanic, Mag Lamp and Sterolizer
- 1 (one) Double Whirlpool Pedicure Unit with Seating

Trans-American Leasing Corporation  
(ASSIGNOR)

BY: Frank J. [Signature]

TITLE: Exec

Irvington Federal Savings & Loan Association  
(ASSIGNEE)

BY: [Signature]

TITLE: CEO

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 11/4/87, Schedule # 02, dated 11/16/87 between Assignor as Lessor and LEASE ACCOUNT # 401178 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated March 9, 1988 between Assignor and Assignee:

See attached equipment list

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

EQUIPMENT LIST

19 (nineteen)	Styling Area Partitions
1 (one)	Shelving Unit @ Reception
1 (one)	Shampoo Area Base Cabinet
4 (four)	Wall Hung Shampoo Cabinet
1 (one)	Shampoo Bulkhead Countertop
1 (one)	Chemical Service Countertop
9 (nine)	Freestanding Styling Station
1 (one)	Retail/Reception Desk
1 (one)	Retail Area Base Cabinet & Bulkhead
2 (two)	Carousel Styling Station
1 (one)	Make-Up Service Station
1 (one)	Make-Up Retail Display Case

Trans-American Leasing Corporation  
(ASSIGNOR)

BY: Frank J. [Signature]

TITLE: Exec VP

Irvington Federal Savings & Loan  
Association (ASSIGNEE)

BY: [Signature]

TITLE: Exec

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 11/30/87, Schedule # 01, dated 12/15/87 between Assignor as Lessor and LEASE ACCOUNT # 803117 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated March 9, 1988 between Assignor and Assignee:

See attached equipment list

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro III*  
\_\_\_\_\_  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey, Exec. V.P.*  
\_\_\_\_\_  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Schedule 01

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	SPEC U Shaped Reception Desk w/ File Cabinet & Cash Drawer and 12 Pidgeon Holes
1	6' Retail Display Unit w/ see thru Upper Display and Lower Locked Storage.
1	Retail Make Up Unit w/ Glass Shelves on Wall and Front Counter for Make Up Application
4	Trimline TR7244 Island Stylers w/ 4 Curling Iron and 1 Blow Dryer Receptacles and electrical outlet.
16	TR7703V Framed Mirrors
16	Daytona #960 Hydraulic Styling Chairs
8	TR7454 Wall Styling Stations (Trimline) w/ 4 curling iron and 1 blow dryer holder and electrical receptacle.
9	#961 Dryer and Chairs (Daytona) w/ Super Aire Dryers, Smoked Hoods.
3	3030 Manicure Tables w/ lamp
5	2813 Stools w/ Back
4	Pietranera Back Wash Shampoo Units w/ Bowls
1	Pedicure Stand w/ Footbath
1	Pedicat
1	3580B Massage Table w/ Shelf
2	4' Upper Storage Towel Cabinets w/ sliding doors
1	FML Facial Chair
1	Dynex 2000 Beauty Center complete w/ Dyna Vap on stand, brusing, ultramass, vacuopress, disincrustor, stroage cabinet and sterilizer and stand w/ Mag Lamp.
4	8201 Reception Chairs
1	6' Reception Sofa Bench

Trans-American Leasing Corporation  
(ASSIGNOR)

BY: Frank J. Lang III  
TITLE: Ex VP

Irvington Federal Savings & Loan  
Association (ASSIGNEE)

BY: Arthur J. Potts  
TITLE: CR

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 2/23/88, Schedule # 01, dated 2/24/88 between Assignor as Lessor and LEASE ACCOUNT # 220883 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated March 18, 1988 between Assignor and Assignee:

- 1 (one) Mori Seiki - Lathe - SL25B - S/N 7  
and Yasnac Control w/10" Chuck  
and 10 Turret Station

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]  
(Signature of Debtor)

Bruce J. Winter, V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1370

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 10/5/87, Schedule # 02, dated 2/16/88 between Assignor as Lessor and LEASE ACCOUNT # 500178 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated March 18, 1988 between Assignor and Assignee:

See attached equipment list

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.  
[Signature]  
(Signature of Debtor)

Bruce J. Winter, V.P.  
Type or Print Above Signature on Above Line  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

## Schedule 02

## EQUIPMENT LIST

1 (one)	Aquablast Unit - 86.01661.0210 (S/N)
2 (two)	Rotorjet - 10,000 PSI
2 (two)	Nozzle - 2.1
2 (two)	Nozzle - 1.4
2 (two)	Nozzle - 2.2
4 (four)	Nozzle - 1.1
1 (one)	Rotorjet - 12,000 PSI
1 (one)	Adapter - M22 x 1.5 - 1/2" NPT
4 (four)	Nozzle - 1.3
4 (four)	Nozzle - 1.8
10 (ten)	O Ring
1 (one)	Aquablast assembled with
1 (one)	Swivel Connector S/N 86.91661.0223

TransFinancial Leasing Corp.  
(ASSIGNOR)

BY: *Bruce J. Winter*

TITLE: Bruce J. Winter, V.P.

Irvington Federal Savings & Loan  
Association (ASSIGNEE)

BY: *William J. Ottey*

TITLE: William J. Ottey, Exec. V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 2/17/88, Schedule #01, dated 2/17/88 between Assignor as Lessor and LEASE ACCOUNT # 861208 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated March 18, 1988 between Assignor and Assignee:

- 80 (eighty) 48" Sail Boat Stand with Head
- 12 (twelve) 36" Sail Boat Stand with Head
- 60 (sidty) 24" Power Boat Stand with Head

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

*Bruce J. Winter*  
(Signature of Debtor)

Bruce J. Winter, V.P.

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1372

27001  
**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

500. 524 PAGE 588

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 271203 recorded in Liber 521, Folio 530 on January 7, 1988 at 9:11 a.m. (date)

1. DEBTOR(S)

Name(s) J. Marley Corporation t/a Maryland Yamaha/Suzuki t/a Cycle Warehouse  
Address(es) 7-H W. Aylesbury Rd. Timonium, Maryland 21093  
6027 Ritchie Highway Baltimore, Maryland 21225  
Merritt Manor Shopping Center  
1167 Merritt Blvd. Dundalk, Maryland 21222

2. SECURED PARTY

Name: Equitable Bank, National Association  
Address: 350 Hospital Drive  
Glen Burnie, Maryland 21061

Person and Address to whom Statement is to be returned if different from above.  
Harry J. Oxford, Jr. Commercial Note Department  
Equitable Bank, N.A.  
100 South Charles Street  
Baltimore, Maryland 21201

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8 Debtor certifies that with the filing of this Amendment, recordation tax on the additional debt of \$100,000.00 has been paid, according to Schedule A attached hereto, to the Clerk of the Circuit Court of Anne Arundel County.

9. DEBTOR J. Marley Corporation t/a  
Maryland Yamaha/Suzuki t/a  
Cycle Warehouse

By: [Signature] President  
John Marley, President

SECURED PARTY

EQUITABLE BANK, National Association

By: [Signature]  
Robert G. Scrivener,  
Corporate Banking Officer  
(Type Name and Title)

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL  
BALTIMORE, MARYLAND 21201

10  
108  
.50

SCHEDULE A

BOOK 524 PAGE 589

CERTIFICATION FOR ALLOCATION OF  
MARYLAND RECORDATION TAX

Date: Feb. 22, 1988

TO: CLERK, CIRCUIT COURT OF ANNE ARUNDEL COUNTY  
CLERK, CIRCUIT COURT OF BALTIMORE COUNTY

REFERENCE: \$100,000.00 DISCRETIONARY LINE OF CREDIT TO  
J. MARLEY CORPORATION T/A MARYLAND YAMAHA/SUZUKI  
also T/A CYCLE WAREHOUSE

With respect to the above-referenced loans and to the personal property (the "Collateral") securing said loans, the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- |   |                                   |              |   |
|---|-----------------------------------|--------------|---|
| 1. Value of Inventory and Other Exempt Collateral             |                                   | \$174,574.00 |   |
| 2. Value of Equipment and Other Non-Exempt Collateral         |                                   | \$53,631.00  |   |
| 3. Total Value of Collateral                                  |                                   | \$228,205.00 |   |
| 4. Computation of Amount of Debt Exempt from Recordation Tax: |                                   |              |   |
|   | <u>Value of Exempt Collateral</u> | X            | <u>Total Amount of Debt Secured</u>     |
|   | <u>Total Collateral</u>           |              | = <u>Amount of Debt Exempt from Tax</u> |
|   | \$174,574.00                      | X            | \$100,000.00                            |
|   | \$228,205.00                      |              | = \$76,498.76                           |
| 5. Amount of Non-Exempt Debt:                                 | \$23,501.24                       |              |   |
| 6. Recordation Tax Due on Non-Exempt Debt, Rounded Off        |                                   |              |   |
|   | <u>\$5.00</u>                     | X            | <u>\$23,501.24</u>                      |
|   | 1000                              |              | = \$120.00                              |

J. MARLEY CORPORATION t/a MARYLAND YAMAHA/SUZUKI also  
t/a CYCLE WAREHOUSE

By: John Marley, President (SEAL)

Mail to

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

COM\*GG\*/82(24)-cs

FINANCING STATEMENT

5222 12

BOOK 524 PAGE 590

Not subject to recordation tax.

Subject to recordation tax on principal amount of \$ \_\_\_\_\_.

1. Name of Debtor: MONTGOMERY INVESTMENT GROUP XII,  
a Maryland limited partnership

Address: c/o Montgomery Financial Corporation,  
General Partner  
6290 Montrose Road  
Rockville, Maryland 20852

2. Name of Secured Party: FAIRFAX SAVINGS, A FEDERAL  
SAVINGS BANK

Address: One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: David M. Blum  
Vice President & Counsel

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located installed on the premises described in a certain Deed of Trust dated as of March 23, 1988 from Debtor to David M. Blum and Michael J. Potts, Trustees, all property being located in Anne Arundel County, Maryland said property being more particularly described in said Deed of Trust, which is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto.

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All accounts receivable in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

18 80



BOOK 524 PAGE 591

(e) All contract rights in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(f) All contract rights, general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

(g) All accounts of the Debtor, including but not limited to accounts receivable and deposits on contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

4. Proceeds of the collateral are also covered.

Debtor:

MONTGOMERY INVESTMENT GROUP XII,  
a Maryland limited Partnership

By: MONTGOMERY FINANCIAL  
CORPORATION, General Partner

By: William J. Clark (SEAL)  
William J. Clark,  
Vice President

DATED: as of March 23, 1988

PLEASE RECORD WITH: State Department of Assessments and Taxation  
Anne Arundel County (Land Records)  
Anne Arundel County (Financing Statement Records)

AFTER RECORDING, PLEASE RETURN TO:

*Mail to*  
Maryland Title Company  
One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: Linda Levinson

FINANCING STATEMENT

- 1. \_\_\_\_\_ To Be Recorded in the Land Records of Anne Arundel County, Maryland.
- 2. X \_\_\_\_\_ To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- 3. \_\_\_\_\_ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 4. / \_\_\_\_\_ Recordation Tax has been paid on the principal amount of \$1,300,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)  
 PIER 4 ASSOCIATES, INCORPORATED 301 Fourth Street  
 Annapolis, Maryland 21403

6. Secured Party Address  
 FARMERS NATIONAL BANK OF MARYLAND 5 Church Circle  
 Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated March 28, 1988 from Debtor(s) to Ross J. Selby and William A. Walker, II, Trustees (the Deed of Trust), all property being located in Annapolis, Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security

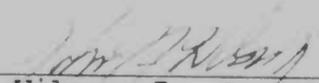
LAW OFFICES  
 MANIS,  
 WILKINSON, SNIDER &  
 GOLDSBOROUGH  
 CHARTERED  
 P. O. BOX 1911  
 ANNAPOLIS, MD 21404  
 (301) 263-8855

Handwritten initials or marks.

interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

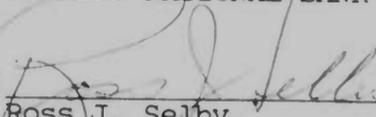
ATTEST:

PIER 4 ASSOCIATES, INCORPORATED,  
a Maryland Corporation

  
John H. Wilson, Jr., Secretary

By:  (SEAL)  
Mitchell R. Nathanson, President

FARMERS NATIONAL BANK OF MARYLAND

By:  (SEAL)  
Ross J. Selby,  
Senior Vice President

Mr. Clerk: Please return to Pat Weiss, MANIS, WILKINSON,  
SNIDER & GOLDSBOROUGH, CHARTERED  
23 West Street - P.O. Box 1911  
Annapolis, Maryland 21404-1911

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

## EXHIBIT "A"

BEGINNING for the same at a point on the northeast side of 4th Street, formerly 3rd Street, as shown on the plat of Eastport recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 31; said point also being the same beginning point as described in the conveyance from Lexington Construction Company to Charles F. Fruengel and Annie Lee Fruengel, his wife, by deed dated November 14, 1960, and recorded among the Land Records of Anne Arundel County in Book 1439, page 293; said point also being the same beginning point described in the conveyance from George B. Woelfel, Trustee, to Adelaide G. Hayes by deed dated March 18, 1954, and recorded among the said Land Records in J.H.H. 818, folio 257; said point also being the same beginning point as described in the conveyance from the Mayor and Aldermen of the City of Annapolis to John H. Hayes and Adelaide G. Hayes, his wife, by deed dated November 27, 1961, and recorded in said Land Records in G.T.C. 1527, folio 388;

THENCE running from said beginning point so fixed and running with the outlines of the above mentioned conveyance from the Mayor and Aldermen of the City of Annapolis to John H. Hayes and Adelaide G. Hayes, his wife, as now surveyed, South 52 degrees, 13 minutes, 50 seconds West 2.79 feet to a pipe set on the edge of the sidewalk running along the northeast side of 4th Street;

THENCE running along the northeast edge of said sidewalk along 4th Street and with the outlines of the above last mentioned conveyance, North 39 degrees, 24 minutes, 10 seconds West 19.12 feet to a pipe set;

THENCE South 49 degrees, 34 minutes, 50 seconds West 1.55 feet to a pipe set;

THENCE North 41 degrees, 41 minutes, 10 seconds West 28.87 feet to a pipe set;

THENCE North 43 degrees, 22 minutes, 10 seconds West 27.8 feet to an iron fence post at the edge of said sidewalk and at the beginning of the North 47 degrees, 07 minutes West 9.72 foot line of the above mentioned conveyance from the Mayor and Aldermen of the City of Annapolis to Hayes;

THENCE with said line and the extension of same in a northwesterly direction North 48 degrees, 0 minutes, 10 seconds West 19.22 feet to a point where the edge of said sidewalk intersects the bulkhead on the shoreline of Spa Creek;

THENCE leaving said sidewalk and running with the shoreline of Spa Creek along the edge of the wooden bulkhead, North 50 degrees, 41 minutes, 30 seconds East 95.77 feet to a nail found in said bulkhead and at the end of the North 37 degrees, 37 minutes, 10 seconds West 132.23 foot line as shown on the master plan of Tecumseh Condominium Plat, recorded among the Plat Records of Anne Arundel County in Plat Book 32, page 5;

THENCE leaving Spa Creek and running with part of the above last mentioned line, reversely, and also with the northeast outline of the above mentioned conveyance from Woelfel to Hayes, (J.H.H. 818, folio 257) South 37 degrees, 37 minutes, 10 seconds East 96.88 feet to a pipe set; said pipe being at the end of the first line of the above mentioned conveyance from Woelfel to Hayes; said pipe also being at the Northernmost corner of the conveyance from Charles F.

Fruengel and Annie Lee Fruengel, his wife, to John H. Hayes and Adelaide G. Hayes, his wife, by deed dated April 14, 1965 and recorded among said Land Records in Book 1851, page 85;

THENCE continuing with the outline of Tecumseh and with the outline of the above mentioned conveyance from Fruengel to Hayes as now surveyed and corrected South 37 degrees, 37 minutes, 10 seconds East 35.35 feet to a point at the beginning of the North 37 degrees, 37 minutes, 10 seconds West 132.23 foot line as shown on said plat of Tecumseh;

THENCE still with the outline of Tecumseh and the outline of said conveyance from Fruengel to Hayes (1851-85) South 52 degrees, 13 minutes, 50 seconds West 82.50 feet to a point on the Northeast side of 4th Street;

THENCE with the Northeast side of 4th Street North 37 degrees, 37 minutes, 10 seconds West 35.35 feet to the place of beginning.

BEING the same property acquired by Pier 4 Associates, Incorporated by deed dated August 1, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3947, folio 283.

Mail to *Manis, Wilkinson  
etal.*

REC-15

FINANCING STATEMENT

- 1.  To be recorded in the Land Records
- 2.  To be recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) S201 Corporate Drive, Suite 600  
Landover, Maryland 20785  
Service Contractors, Inc.

6. Secured Party \_\_\_\_\_ Address 100 South Charles Street  
Equitable Bank, National Association Baltimore, Maryland 21201  
Attention: Julie Peters  
Relationship Support Representative

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
SERVICE CONTRACTORS, INC. (Seal)

Secured Party:  
EQUITABLE BANK, N.A. (Seal)

By: Sylvia J. Zagami (Seal)  
Sylvia J. Zagami, President

By: Andrew Gilman, Jr. V.P. (Seal)

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

11-  
584.50  
50

CERTIFICATE FOR ALLOCATION OF  
MARYLAND RECORDATION TAX

TO: Clerk, Anne Arundel County, Maryland

REFERENCE: Financing Statement from the Undersigned as Debtor and  
 Equitable Bank, N.A. as Secured Party

With respect to the above referenced loan and to the personal property (the "Collateral") securing said loan, the Debtor hereby certifies to the best of Debtor's knowledge, information and belief that the value of each portion of the collaterals are as follows:

- |   |                  |
|---|------------------|
| 1. Value of Accounts Receivable                                   | \$300,000        |
| 2. Value of Inventory   | N/A              |
| 3. Value of Equipment   | <u>\$115,000</u> |
| 4. Total Value of Collateral                                      | \$415,000        |
| 5. Computation of Amount of Debt not Exempt from Recordation Tax: |                  |

<u>Value of Non-Exempt Collateral</u>	x	Total Amount	=	Amount of
Value of Total Collateral		of New Debt		Debt Not
		Secured		Exempt from
				Tax

\$ 115,000		x	300,000		=	\$85,155
\$ 415,000						

6. Recordation Tax Due on Non-Exempt Debt, Rounded off

<u>85,500</u>		x	7.00/\$1000		=	\$584.50
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SERVICE CONTRACTORS, INC.

By: Sylvia J. Zagami (SEAL)  
 Sylvia J. Zagami, President

524 PAGE 598

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Franki Foundation Company 920 Statler Office Building Boston, Massachusetts 02116	2. Secured Party(ies) and address(es) The First National Bank of Boston 100 Federal Street Boston, Massachusetts 02106	3. For Filing Officer (Date, Time, Number, and Filing Office) 08148 5-70-86 C777 R01 498/206

7. This financing statement covers the following types for item(s) of property: All accounts, accounts receivable; inventory; general intangibles; equipment; goods; fixtures; books, records, and information relating to the Collateral and/or Debtor; instruments; documents of title; documents; insurance proceeds relating to the Collateral; and tax refunds, all whether now owned or in which the Debtor obtains an interest, and the proceeds, products, and accessions of the foregoing. Proceeds includes, without limitation, insurance proceeds and each type of property described above, located at Cronson Blvd., State Rte. 3, Crofton, MD 21114.

FILED WITH: Clerk of the Circuit Court, Anne Arundel County  Products of Collateral are also covered

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated 3/23/1988

By *Laurel M. ...*  
Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy — Acknowledgment — Filing officer make sure filing information is in Box 3 before returning this copy to filer

RECORD FEE 10.00  
POSTAGE .50



8087470 0237 004 10511

13720

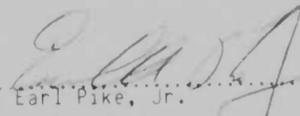
BOOK 524 PAGE 599

RECORDED

4. <input type="checkbox"/> Filing for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es): Franki Foundation Company 248 Mishawum Road Woburn, MA 01801	2. Secured Party(ies) and address(es): Credit Lyonnais New York Branch 95 Wall Street New York, NY 10005	3. For Filing Office (Date, Time, Number, and Filing Office): OFFICE FEE 13.00 POSTAGE .50 NOTARIAL FEE 204.00 12/19/88

7. This financing statement covers the following types (or items) of property: All of the properties, assets and rights of Debtor, wherever located, now owned or hereafter acquired or arising, and all proceeds, products, substitutions and accessions thereof including, without limitation, the following properties, assets and rights: all accounts and accounts receivable; all inventory; all general intangibles; all equipment; all goods; all fixtures; all books and records relating to the Debtor's property and/or to the operation of the Debtor's business, and all rights of access to such books and records, and all property in which such books and records are stored, recorded and maintained; all instruments, documents of title, documents, policies and certificates of insurance relating to those assets in which the Secured Party has a security interest, deposits, deposit accounts, money, cash or other property; all federal, state and local tax refunds and/or abatements to which the Debtor is, or becomes entitled, no matter how or when arising, including, but not limited to, any loss carryback tax refunds; all insurance proceeds, refunds and premium rebates, including, without limitation, proceeds of fire and casualty insurance, arising out of any of the foregoing or otherwise; and all liens, guaranties, rights, remedies and privileges pertaining to any of the foregoing, including the right of stoppage in transit.

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	 By: Earl Pike, Jr. Franki Foundation Company Signature(s) of Debtor (Or Assignor)	Signature(s) of Secured Party (Or Assignee)
--	--	---

1988 FEB 19 PM 12:42

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 229723  
RECORDED IN LIBER 419 FOLIO 25 ON 29 Nov 79 (DATE)

1. DEBTOR  
Name Southward Corporation  
dba: Annapolis 4-A Rental  
1919 Lincoln Dr.  
Address Annapolis, MD 21401

2. SECURED PARTY  
Name John Deere Company  
701 Georgesville Rd.  
Address Columbus, OH 43228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Please amend debtors name and address to read:</p> <p style="text-align: center;">Southward Corporation dba: Outdoor Power 1915 Lincoln Drive Annapolis, MD 21401</p>	

Southward Corporation  
dba: Outdoor Power

x Kenneth R Wagner  
Signature of Debtor

Dated \_\_\_\_\_

M B Cleveland  
(Signature of Secured Party)

M. B. Cleveland, Asst. Treasurer  
Type or Print Above Name on Above Line

27639

All information must be typewritten or printed in ink. Signatures must be in ink.

FORMED BY MAIL

Identifying File No. \_\_\_\_\_

FINANCING STATEMENT

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE  
POSTAGE  
ADDITIONAL COSTS MAY APPLY

NAME OF DEBTOR

ADDRESS OF DEBTOR

Southward Corporation  
dba: Outdoor Power

1915 Lincoln Drive  
Annapolis, MD 21401

NAME OF SECURED PARTY

ADDRESS OF SECURED PARTY

JOHN DEERE COMPANY

701 Georgesville Road  
Columbus, OH 43228



This Financing Statement covers the following types of property:

1. Inventory (including in each case items acquired after the date of this Statement) consisting of:
  - a. New and used outdoor powered and non-powered machinery and equipment of all kinds suitable for recreational, agricultural, or commercial use, or for use in the development and maintenance of drive and walkways, lawns, gardens, parks, farmland, construction sites and the like, including but not limited to mowing, snow removal, sweeping, lawn care, trimming, soil preparation, seeding, cultivation, harvesting, earthmoving, tree cutting, digging, materials handling, and gardening, which have been sold to Debtor or financed for Debtor by Secured Party.
  - b. Implements, accessories, attachments, components, and repair and replacement parts usable with or in any of the above.
  - c. Clothing and clothing accessories which have been sold to Debtor or financed for Debtor by Secured Party.
2. Accounts, insurance proceeds, or contract rights owed to the Debtor by any company affiliated with Secured Party or engaged in the business of distributing John Deere products.
3. Proceeds of the above collateral are also covered.

1627639

This Financing Statement is not to be recorded among the Land Records.

The transaction covered by this Financing Statement is not taxable under the provisions of Section 277, Article 81, Maryland Code (1957), as amended.

Signature(s) of Debtor(s)

Signature of Secured Party

Southward Corporation  
dba: Outdoor Power

JOHN DEERE COMPANY

x Kenneth R. Wagner

By: M. B. Cleveland  
M. B. Cleveland, Asst. Treasurer

12/30

1250

RESEARCH, INC.  
P.O. Box 1710  
Albany, NY 12201

BOOK 524 PAGE 602

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT  
~~XXXX~~ RECORDS

For Filing Officer Use	
File No. ....	
Date &	
Hour .....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

KINNAMON, JOHN E.		702 White Swan Drive,	Arnold,	Maryland
KINNAMON, CAROLYN H.		702 White Swan Drive,	Arnold,	Maryland

Name of Secured Party or assignee	No.	Street	City	State
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DOMINION BANK OF MARYLAND, National Association		7220 Wisconsin Ave.,	Bethesda,	Md. 20814
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1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby  
incorporated by reference

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

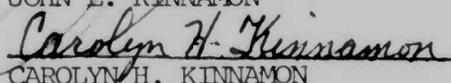
SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

 (SEAL)	_____ (Seal)
JOHN E. KINNAMON	(Corporate, Trade or Firm Name)

 (SEAL)	_____
CAROLYN H. KINNAMON	Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

KATZ, FROME, SLAN & BLEEKER, P.A.  
ATTORNEYS AT LAW  
10605 CONCORD STREET  
KENSINGTON, MD 20895-5004

RETURN TO

RECORD FEE 10.00  
POSTAGE .50  
TOTAL \$10.50

EXHIBIT "A"

524 PAGE 603

BEING KNOWN AND DESIGNATED as Lot 5, Block 2, as shown on the Plat entitled, "Plat Three - Section Five, Ulmstead Estates", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 51, folio 16.

Bearing street address of 702 White Swan Drive, Arnold, Maryland 21012.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issues and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

**END  
LIBER**